

**DRAFT Title Search Report**

**Delta Shipyard Site  
Houma, Terrebonne Parish  
Louisiana**

**Title Documentation  
Binder 3 of 3**

**EPA Work Assignment  
ESS8034**

**October 8, 1999**

9525124



633184

By virtue of the authorization contained in an authentic act of  
*Release* executed by *Susan B. Dean*  
 under date of *August 6*, 19 *8*, before  
**COLLATERAL MORTGAGE** *State of Louisiana* in this  
 AND PLEDGE *office under Entry No. 627213*  
**BY** *State of Louisiana* is erased and cancelled in full.  
**GRANITE CAPITAL CORP. and** Date: *August 8*  
**DELTA SERVICES, INC.** *NEW ORLEANS*  
*City of New Orleans*

BE IT KNOWN, That on this, the 14 day of the month of September,  
 in the year of Our Lord, one thousand nine hundred and eighty,

Before me, Richard A. Fraser III, a Notary Public, duly  
 commissioned, qualified and sworn, within and for the Parish of Orleans  
 State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named  
 and undersigned, personally came and appeared:

Granite Capital Corp., a New York corporation, doing  
 business in Louisiana, herein represented by *William J. Drake*, its VP, duly  
 authorized by resolution of the Board of Directors of  
 said corporation, a certified copy of which is annexed  
 hereto and made a part hereof; and

Delta Services, Inc., a Delaware corporation, doing  
 business in Louisiana, herein represented by *Don W. Simpson*, its Pres., duly  
 authorized by resolution of the Board of Directors of  
 said corporation, a certified copy of which is annexed  
 hereto and made a part hereof; and

(hereinafter sometimes referred to as the mortgagor), who declared unto me, said No-  
 tary, that, desiring to secure funds from any person, firm or corporation willing to loan  
 same, and for such purpose, said mortgagor does by these presents declare and acknowl-  
 edge a debt in the sum of Twenty Million and No/100

(\$ 20,000,000.00 : ) Dollars, and, to evidence such indebtedness, has executed, under date  
 of these presents, one (1) certain promissory note for the said sum of Twenty Million

and No/100----- (\$ 20,000,000.00----- ) Dollars, made payable to the

order of bearer, due on demand at First National Bank in St. Louis, St. Louis,  
Missouri ~~NEW ORLEANS, LA~~, which said note stipulates to bear interest at the rate of  
twenty (20%) per cent per annum from date until paid, payable on demand  
 and five (5%) per cent attorney's fees, which said note, after having been paraphrased "Ne  
 Varietur" by me, Notary, for identification herewith, was delivered to the said mortgagor,  
 who acknowledges the receipt thereof, and said mortgagor further declared that said note  
 would be negotiated for the purpose of raising funds as heretofore stated, and said mortga-  
 gor does by these presents acknowledge to be indebted unto any future holder or holders of  
 said note in the full amount thereof, together with interest, attorney's fees, insurance premi-  
 ums, taxes and costs, if any should accrue.

In case the said note should be placed in the hands of an attorney-at-law to insti-  
 tute legal proceedings to recover the amount thereof or any part thereof, in principal or  
 interest, or to protect the interests of the holder or holders thereof, or in case the same  
 should be placed in the hands of an attorney for collection, compromise or other action,  
 the mortgagor hereby agrees to pay the fee of the attorney who may be employed for  
 that purpose, which fee is hereby fixed at five (5%) per cent on the amount due or sued  
 for or claimed or sought to be protected, preserved or enforced.

Now, in order to secure the payment of the said indebtedness evidenced by the  
 said note, together with all interest, attorney's fees, premiums of insurance, taxes and  
 costs, the said mortgagor does, by these presents, specially mortgage, affect and hypothec-  
 ate unto and in favor of any future holder or holders of said note, whether the same be  
 held as an original obligation or in pledge, the following described property, to-wit: which  
 property is also hereby assigned and pledged:



By virtue of the authorization contained in an authentic act of  
Release executed by James B. Allen  
 under date of March 6, 1981, before  
Mark A. Lauer, Notary Public, the day filed in this  
 office under Entry No. 64724/003185 the inscription of this  
Mortgage is erased and cancelled in full.  
 Date: March 9, 1981  
Janet Z. Bergeron  
 Deputy Clerk of Court

\$500,000  
 COLLATERAL MORTGAGE

BY

DELTA SERVICES INDUSTRIES,  
 DELTA SERVICES, INC.,

AND

GRANITE CAPITAL CORP.

IN FAVOR OF ANY  
 FUTURE HOLDER OR HOLDERS  
 OF THE COLLATERAL  
 MORTGAGE NOTE

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UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN that on this the 14th day of the month  
 of September in the year of Our Lord, one thousand nine  
 hundred and eighty,

BEFORE ME, Richard A. Fraser III, a Notary  
 Public, duly commissioned, qualified and sworn, within and  
 for the State and Parish aforesaid, therein residing, and in  
 the presence of the witnesses hereinafter named and under-  
 signed, personally came and appeared:

DELTA SERVICES INDUSTRIES, a joint venture or  
 partnership formed under the laws of Louisiana by  
 and between

a) Delta Services, Inc., a Delaware  
 Corporation, and

b) Granite Capital Corp., a New York  
 Corporation;

the said DELTA SERVICES INDUSTRIES being herein  
 represented by its aforesaid partners; the said  
 Delta Services, Inc., appearing herein in its  
 capacity as partner, is herein represented by  
Len W. Snyder, its Pres., duly  
 authorized by resolution of the Board of Directors  
 of said corporation, a certified copy of which is  
 annexed hereto and made a part hereof, and the  
 said Granite Capital Corp., appearing herein in  
 its capacity as partner, is herein represented by  
Delia J. Jolly, its VP,  
 duly authorized by resolution of the Board of  
 Directors of said corporation, a certified copy of  
 which is annexed hereto and made a part hereof, (a  
 copy of the joint venture agreement of DELTA  
 SERVICES INDUSTRIES is recorded in the records of  
 Terrebonne, Iberia, Lafayette, East Baton Rouge and  
 Vermilion Parishes, State of Louisiana);

DELTA SERVICES, INC., a Delaware Corporation,  
~~authorized to do and doing business in Louisiana,~~  
 herein represented by Len W. Snyder

633189

## COLLATERAL MORTGAGE

BY

DELTA SERVICES INDUSTRIES, a joint venture or partnership formed under the laws of Louisiana by and between  
 DELTA SERVICES, INC., *Richard A. Fraser III*, before  
 under date of *March 6*, 1981, before

AND

GRANITE CAPITAL CORP., *Richard A. Fraser III*, before  
 office under Entry No. *6422* and cancelled in full.

IN FAVOR OF ANY  
 FUTURE HOLDER OR HOLDERS  
 OF THE COLLATERAL  
 MORTGAGE NOTE

*Richard A. Fraser III*  
 Deputy Clerk of Court

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BE IT KNOWN that on this the 14th day of the month  
 of September in the year of Our Lord, one thousand nine  
 hundred and eighty,

BEFORE ME, Richard A. Fraser III, a Notary  
 Public, duly commissioned, qualified and sworn, within and  
 for the State and Parish aforesaid, therein residing, and in  
 the presence of the witnesses hereinafter named and under-  
 signed, personally came and appeared:

DELTA SERVICES INDUSTRIES, a joint venture or  
 partnership formed under the laws of Louisiana by  
 and between

- a) Delta Services, Inc., a Delaware  
 Corporation, and
- b) Granite Capital Corp., a New York  
 Corporation;

the said DELTA SERVICES INDUSTRIES being herein  
 represented by its aforesaid partners; the said  
 Delta Services, Inc., appearing herein in its  
 capacity as partner, is herein represented by  
*Len N. Long*, its *Pres.*, duly  
 authorized by resolution of the Board of Directors  
 of said corporation, a certified copy of which is  
 annexed hereto and made a part hereof, and the  
 said Granite Capital Corp., appearing herein in  
 its capacity as partner, is herein represented by  
*Debbie J. Jodrey*, its *VP*,  
 duly authorized by resolution of the Board of  
 Directors of said corporation, a certified copy of  
 which is annexed hereto and made a part hereof, (a  
 copy of the joint venture agreement of DELTA  
 SERVICES INDUSTRIES is recorded in the records of  
 Terrebonne, Iberia, Lafayette, East Baton Rouge and  
 Vermilion Parishes, State of Louisiana);

DELTA SERVICES, INC., a Delaware Corporation,  
~~authorized to do and doing business in Louisiana,~~  
 herein represented by *Len N. Long*

633179

DECLARATION OF : UNITED STATES OF AMERICA  
 IMMOBILIZATION : STATE OF LOUISIANA  
 : PARISH OF ORLEANS

BE IT KNOWN, that on this 14th day of the month of September in the year of Our Lord, one thousand nine hundred and eighty,

Before me, Richard A. Fraser III, a Notary Public, duly commissioned, qualified and sworn, within and for the State and Parish aforesaid, therein residing, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

DELTA SERVICES INDUSTRIES ("Delta"), a joint venture or partnership formed under the laws of Louisiana by and between

a) Delta Services, Inc., a Delaware Corporation, and

b) Granite Capital Corp., a New York Corporation;

the said DELTA SERVICES INDUSTRIES being herein represented by its aforesaid partners; the said Delta Services, Inc., appearing herein in its capacity as partner, is herein represented by Len N. Ingram, its President, duly authorized by resolution of the Board of Directors of said corporation, a certified copy of which is annexed hereto and made a part hereof, and the said Granite Capital Corp., appearing herein in its capacity as partner is herein represented by Jeff Jodrey, its VP, duly authorized by resolution of the Board of Directors of said corporation, a certified copy of which is annexed hereto and made a part hereof (a copy of the joint venture agreement of DELTA SERVICES INDUSTRIES is recorded in the records of Terrebonne, Iberia, Lafayette, East Baton Rouge and Vermilion Parishes, State of Louisiana);

DELTA SERVICES, INC., a Delaware Corporation, ~~authorized to do and doing business in Louisiana,~~ herein represented by Len N. Ingram, its President, duly authorized by resolution of the Board of Directors of said corporation, a certified copy of which is annexed hereto and made a part hereof; and

GRANITE CAPITAL CORP., a New York Corporation, ~~authorized to do and doing business in Louisiana,~~ herein represented by Jeff Jodrey, its VP, duly authorized by resolution of the Board of Directors of said corporation, a certified copy of which is hereunto annexed and made a part hereof;

who declared unto me, said Notary, that Appearers or one or more of them own the immovable property described hereinbelow. Appearers agree that any machinery, appliances and equipment owned by any or all of them and placed on said immovable for its service and improvement shall thereupon become and be the property of the owner or owners of said immovable.

Appearers each declare that all property placed on the immovable pursuant to the above paragraph and any other machinery, appliances and equipment owned by any of them and placed on said immovable for its service and improvement shall be deemed to be its component parts. The immovable property subject to this agreement is described as follows:

TRACT ONE:

A tract of land located in Sections 12, 47, 101, & 104, T17S-R17E, Terrebonne Parish, Louisiana, and described as follows:

COMMENCING at conventional northwest corner of Section 12 T17S-R17E thence S81°57'12"E on and along the section line common to Section 12 and 101, T17S-R17E and the southerly lot line of Lot E of the Subdivision of Lot 198 of Crescent Plantation Subdivision by Joseph Villavaso, dated April 1925, for a distance of 424.82 feet to a point on the southerly right-of-way line of Industrial Boulevard (Terrebonne Parish Road No. 18);

THENCE, on and along the southerly right-of-way line of said Industrial Boulevard on an arc to the left having a central angle of 20°56'53", a radius of 1,115.68 feet, and a distance of 407.90 feet to a point;

THENCE, S1°01'44"W a distance of 480.22 feet to an intersection with the westerly projection of the average centerline of an existing fence;

THENCE, S88°59'46"E on and along said average centerline of existing fence and projection thereof a distance of 1,190.43 feet to its intersection with the average centerline of an existing drainage ditch;

THENCE, N1°10'00"E on and along said average centerline of existing drainage ditch a distance of 328.01 feet to its intersection with the southerly right-of-way line of said Industrial Boulevard;

THENCE, S82°00'00"E on and along said southerly right-of-way line of said Industrial Boulevard a distance of 65.46 feet to its intersection with the westerly property line of Placid Oil Company;

THENCE, S1°10'00"W on and along said westerly property line a distance of 1,585.00 feet to a point;

THENCE, N88°50'00"W on and along Placid Oil Company's northerly property line a distance of 566.17 feet to a point;

THENCE, S1°10'00"W on and along Placid Oil Company and Penrod Drilling Company's westerly property line a distance of 1,441.64 feet to a point;

THENCE, N89°29'27"W a distance of 997.85 feet to a point, said point being on the northeasterly bankline of Bayou LaCarpe;

THENCE, N31°27'33"W on and along said northeasterly bankline a distance of 115.81 feet to a point;

THENCE, N26°02'03"W on and along said northeasterly bankline a distance of 238.30 feet to a point;

THENCE, N27°12'39"W on and along said northeasterly bankline a distance of 134.06 feet to a point;

THENCE, N29°47'19"W on and along said northeasterly bankline of Bayou LaCarpe a distance of 79.21 feet to a point, said point being on the southwesterly edge of an existing bulkhead;

THENCE, N27°17'13"W on and along said southwesterly edge of bulkhead a distance of 206.42 feet to a point;

THENCE, N8°37'15"W on and along said southwesterly edge of bulkhead a distance of 521.96 feet to a point;

THENCE, N4°56'31"W on and along said southwesterly edge of bulkhead a distance of 17.76 feet to a point, said point being on the southerly lot line of Lot "A" of the Subdivision of Lot 198 of Crescent Plantation by Joseph Villavaso, dated April 1925, said point also being on the section line common to Sections 47 and 104, T17S-R17E;

THENCE, N72°16'47"E on and along said southerly lot line and section line a distance of 350.96 feet to a point, said point being at the southeast corner of said Lot "A" and the section-corner common to Sections 12, 47, and 104, T17S-R17E;

THENCE, N8°29'12"W on and along the easterly line of said Lot "A" and the section line common to Sections 12 and 104, T17S-R17E, a distance of 601.89 feet to a point, said point being at the corner common to Lot "A" and Lot "B" of the said Subdivision of Lot 198 of Crescent Plantation Subdivision;

THENCE, N89°42'12"W on and along the lot line common to Lot "A" and Lot "B" and the projection thereof a distance of 103.08 feet to its inter-

section with the southwesterly projections of the average northeasterly bankline of Bayou LaCarpe;

THENCE, N2°31'54"E on and along the average projection of the northeasterly bankline of Bayou LaCarpe a distance of 133.31 feet to a point;

THENCE, N24°49'13"W on and along said southwesterly edge of an existing bulkhead a distance of 192.05 feet to a point, said point being on the lot line common to Lots "B" and "C" of said subdivision of Lot 198 of Crescent Plantation Subdivision;

THENCE, N84°06'18"E along the lot line common to said Lots "B" and "C" a distance of 130.53 feet to a point being on the section line common to Sections 12 and 104, T17S-R17E;

THENCE, N8°29'12"W on and along said common section line a distance of 962.56 feet to a point, said point being at the corner common to Lot "C" and Lot "D" of said Subdivision of Lot 198 of Crescent Plantation Subdivision;

THENCE, S92°30'41"W on and along the lot line common to Lot "C" and Lot "D" a distance of 682.15 feet to its intersection with the southwesterly edge of an existing bulkhead;

THENCE, N47°09'10"W on and along said southwesterly edge of existing bulkhead a distance of 47.34 feet to a point;

THENCE, N45°14'03"W on and along said southwesterly edge of existing bulkhead a distance of 162.74 feet to a point;

THENCE, N45°41'22"W on and along said southwesterly edge of bulkhead a distance of 2.32 feet to a point; said point being on the lot line common to Lot "D" and Lot "E" of said Subdivision of Lot 198 of Crescent Plantation Subdivision;

THENCE, N53°31'31"E on and along the lot line common to Lot "D" and Lot "E" of said Subdivision of Lot 198 of Crescent Plantation Subdivision a distance of 820.98 feet to a point, said point being the point of beginning and containing an area of 110.2759 acres, more or less.

The above described tract is more fully shown on a plat prepared by T. Baker Smith & Son, Inc., titled, "Chromalloy American Corporation, Chromalloy Natural Resources Division, Survey of Property in Sections 12, 47, 101 and 104, T17S-R17E, Terrebonne Parish, Louisiana", dated July 16, 1980, revised July 24, 1980.

Together with all buildings and improvements thereon and all rights, ways, servitudes and privileges thereunto belonging or in anywise appertaining.

TRACT TWO:

That certain tract or parcel of land located in Section 21, Township 9 South, Range 3 East, Lafayette Parish, Louisiana, together with all improvements thereon, comprising 15.144 acres, more or less, bounded now or formerly: Northerly by property of Ovey Sonnier or assigns, Southerly by Interstate Highway 10, Easterly by property of Boyce W. Bundick or assigns, and Westerly by property of Cleobole Thibodeaux or assigns, Anna Thibodeaux Leger or assigns and J.R. Thibodeaux or assigns, and being more fully shown on a plat of survey by Joseph E. Schexneider, Registered Surveyor, dated May 10, 1974, a copy of which is attached to Act No. 624777 of the records of Lafayette Parish Clerk of Court's Office and found within the letters A,B,C,D,E,F,G, and A on said plat, and being a portion of the property acquired by Boyce W. Bundick by Act No. 603725 of the records of the Clerk of Court's office for Lafayette Parish, Louisiana.

This declaration is made pursuant to Louisiana Civil Code Article 467. All parties hereto bind themselves jointly, severally and in solido.

THUS DONE, SIGNED AND PASSED, in multiple originals, in my office at Orleans Parish, Louisiana, on the day, month and year herein first above written in the presence of Mr. Bernstein and Morris Henry, competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

WITNESSES:

Mr. Bernstein  
Morris Henry

DELTA SERVICE INDUSTRIES,  
a Louisiana joint venture  
or partnership

By Delta Services, Inc.,  
General Partner

By: Len W. Inge  
Title: Pres.

By: Granite Capital Corp.  
General Partner

By: Jeff J. Juby  
Title: VP

DELTA SERVICES, INC., a  
Delaware Corporation

By: Len W. Inge  
Title: Pres.

GRANITE CAPITAL CORP.,  
a New York  
Corporation

By: [Signature]  
Title: [Signature]

Richard A. Frasen, Jr.  
NOTARY PUBLIC

My commission expires: AT Death



RESOLUTIONS OF DELTA SERVICES, INC.

RESOLVED, that the Chairman of the Board, the President, and the Vice Presidents of this Corporation, and each of them, any one of them acting alone, be and he hereby is authorized, empowered and directed to act on behalf of this Corporation, both in this Corporation's individual capacity and in this Corporation's capacity as a joint venturer or general partner in Delta Services Industries ("Delta"), a Louisiana joint venture or partnership composed of this Corporation and Granite Capital Corp. ("Granite") and to bind Delta and this Corporation jointly and severally and in solido with Granite on a declaration of immobilization (the "Declaration of Immobilization") executed pursuant to Louisiana Civil Code Article 467. Said declaration shall describe such immovable property and shall contain such terms and conditions as the person executing same shall deem appropriate.

FURTHER RESOLVED, that the Chairman of the Board, the President, and the Vice Presidents of this Corporation, and each of them, any one of them acting alone, be and he hereby is authorized, empowered and directed to act on behalf of this Corporation, both in this Corporation's individual capacity and in this Corporation's capacity as joint venturer or general partner in Delta and to bind Delta and this Corporation jointly and severally and in solido with Granite on a collateral mortgage note in the principal sum of Forty Million (\$40,000,000.00) Dollars, (the "\$40,000,000 Collateral Mortgage Note") and on an inventory collateral chattel mortgage note in the principal sum of Thirty Million (\$30,000,000.00) Dollars, (the "\$30,000,000 Inventory Mortgage Note") each made payable to the order of bearer, due on demand, bearing interest at the

rate of twenty (20) percent per annum, payable on demand and containing such other terms and conditions as the said officer may deem necessary, advisable or proper; and the said officer is further authorized, empowered and directed to act on behalf of this Corporation, both in this Corporation's individual capacity and in this Corporation's capacity as a joint venturer or general partner in Delta and to bind Delta and this Corporation jointly and severally and in solido with Granite, on an act of collateral mortgage (the "Collateral Mortgage") to secure the \$40,000,000 Collateral Mortgage Note, and on an act of inventory collateral chattel mortgage (the "Inventory Collateral Chattel Mortgage") to secure the \$30,000,000.00 Inventory Mortgage Note, which said Collateral Mortgage and Inventory Collateral Chattel Mortgage shall each contain a confession of judgment, waiver of appraisal, and the pact de non alienando, as well as such additional terms, conditions, stipulations and provisions as the said officer may deem proper to incorporate; and said mortgages shall, as the case may be, inure to the benefit of any present or future holder or holders of said \$40,000,000 Collateral Mortgage Note, or said \$30,000,000 Inventory Mortgage Note.

The Collateral Mortgage shall mortgage and hypothecate as security for the \$40,000,000 Collateral Mortgage Note the property hereinafter described, to wit:

DESCRIPTION OF MORTGAGED PROPERTY OMITTED

The \$30,000,000 Inventory Collateral Chattel  
Mortgage shall mortgage and hypothecate as security for the  
\$30,000,000 Inventory Mortgage Note the property hereinafter  
described, to wit:

DESCRIPTION OF MORTGAGED PROPERTY OMITTED

FURTHER RESOLVED, that in order to secure all indebtedness of every kind, nature and character, whether now existing or hereafter arising, of Delta or this Corporation or Granite, or any of them, to the First National Bank in St. Louis and Bankers Trust Company, (the "Banks"), pursuant to that certain credit agreement (the "Credit Agreement") dated as of September 15, 1980, between Delta and the Banks (which said Credit Agreement and all borrowings heretofore or hereafter made pursuant thereto are ratified and approved), the Chairman of the Board, the President and the Vice Presidents of this Corporation, and each of them, any one of them acting alone, be and he hereby is authorized, empowered and directed to act on behalf of this Corporation, both in this Corporation's individual capacity and in this Corporation's capacity as a joint venturer or general partner in Delta and to bind Delta and this Corporation jointly and severally and in solido with Granite, on a pledge agreement (the "Pledge Agreement") whereby Delta, this Corporation and Granite, pledge to the Banks the \$40,000,000 Collateral Mortgage Note, and the \$30,000,000 Inventory Mortgage Note, and on a General Assignment of Accounts Receivable (the "General Assignment of Accounts Receivable" whereby, pursuant to statutes now in effect or hereafter to become effective, Delta, this Corporation and Granite pledge and assign to the Banks all present and future accounts receivable generated or acquired by any of them.

FURTHER RESOLVED, that the forms and terms of the Declaration of Immobilization, the \$40,000,000 Collateral Mortgage Note, the \$30,000,000 Inventory Mortgage Note, the

Collateral Mortgage, the Inventory Collateral Chattel Mortgage, the Pledge Agreement, and the General Assignment of Accounts Receivable (collectively the "Documents"), a copy of each of which is placed in the minute book of this Corporation and initialed by the Secretary of this Corporation for identification with these resolutions, be and the same hereby are approved, ratified and confirmed.

FURTHER RESOLVED, that the Chairman of the Board, the President, and the Vice Presidents of this Corporation, and each of them, any one of them acting alone, be and he hereby is authorized, empowered and directed to execute and deliver the Documents with such changes, modifications, additions and deletions as he may in his sole and uncontrolled discretion approve, which changes, modifications, additions and deletions he is hereby authorized to make, his signature on any document constituting conclusive evidence of his approval thereof so that any such document shall be valid and binding on the parties thereto.

FURTHER RESOLVED, that acting on behalf of this Corporation either in its individual capacity or in this Corporation's capacity as a joint venturer or general partner in Delta, the Chairman of the Board, the President, and the Vice Presidents of this Corporation, and each of them, any one of them acting alone, be and he hereby is authorized, empowered and directed from time to time to do any and all things deemed by him to be necessary or appropriate for the purpose of effecting the borrowings contemplated by the Credit Agreement, or carrying out the obligations of Delta or this Corporation pursuant to the Documents, the Credit Agreement, and any collateral agreement heretofore or hereafter executed pursuant thereto, including executing and delivering on behalf of Delta or this Corporation collateral or other mortgages on movables authorized by Louisiana Act

235 of 1980, and including executing and delivering Pledge Agreements, General Assignments of Accounts Receivable pursuant to Louisiana Act 359 of 1980, and all and any other mortgages, chattel mortgages, documents and certificates, and consenting to such stipulations, agreements and conditions as may be in the judgment of any of them appropriate or necessary in connection therewith, this authority being full and complete and without limit or reserve, and all acts and things heretofore done by such officer in the premises are hereby ratified and approved and all acts and things hereafter done by such officer in furtherance of this authority are hereby ratified and approved in advance. Any instrument or other document executed pursuant to this paragraph or these resolutions shall contain such terms, conditions, stipulations and provisions as the officer executing same shall deem proper to incorporate and, in case of mortgages or chattel mortgages (whether collar or otherwise) shall contain a confession of judgment, waiver of appraisal, and the pact de non alienando.

C E R T I F I C A T E

As Secretary of Delta Services, Inc., I do hereby certify that the foregoing is a true and correct copy of a resolution, duly and legally adopted by the Board of Directors of Delta Services, Inc. at a meeting duly held according to law and the Articles of Incorporation and By-Laws of said Corporation on the 29 day of August, 1980, at which a quorum was present and voting throughout, and that said resolution has not been rescinded, modified or recalled, and is in full force and effect.

I certify that the forms of the Documents described in said resolution as presented to and approved at the aforesaid meeting is identical to the said Documents as actually executed on behalf of this Corporation.

I further certify that Leon N. Long is the President of this Corporation and that the following is his signature: Leon N. Long.

WITNESS my signature and the seal of Delta Services, Inc. on this 14 day of September, 1980.

Shirley Henry  
Secretary

RESOLUTIONS OF GRANITE CAPITAL CORP.

RESOLVED, that the Chairman of the Board, the President, and the Vice Presidents of this Corporation, and each of them, any one of them acting alone, be and he hereby is authorized, empowered and directed to act on behalf of this Corporation, both in this Corporation's individual capacity and in this Corporation's capacity as a joint venturer or general partner in Delta Services Industries ("Delta"), a Louisiana joint venture or partnership composed of this Corporation and Delta Services, Inc. and to bind Delta and this Corporation jointly and severally and in solido with Delta Services, Inc. on a declaration of immobilization (the "Declaration of Immobilization") executed pursuant to Louisiana Civil Code Article 467. Said declaration shall describe such immovable property and shall contain such terms and conditions as the person executing same shall deem appropriate.

FURTHER RESOLVED, that the Chairman of the Board, the President, and the Vice Presidents of this Corporation, and each of them, any one of them acting alone, be and he hereby is authorized, empowered and directed to act on behalf of this Corporation, both in this Corporation's individual capacity and in this Corporation's capacity as joint venturer or general partner in Delta and to bind Delta and this Corporation jointly and severally and in solido with Delta Services, Inc. on a collateral mortgage note in the principal sum of Forty Million (\$40,000,000.00) Dollars, (the "\$40,000,000 Collateral Mortgage Note") and on an inventory collateral chattel mortgage note in the principal sum of Thirty Million (\$30,000,000.00) Dollars, (the "\$30,000,000 Inventory Mortgage Note") each made payable to the order of bearer, due on demand, bearing interest at the



rate of twenty (20) percent per annum, payable on demand and containing such other terms and conditions as the said officer may deem necessary, advisable or proper; and the said officer is further authorized, empowered and directed to act on behalf of this Corporation, both in this Corporation's individual capacity and in this Corporation's capacity as a joint venturer or general partner in Delta and to bind Delta and this Corporation jointly and severally and in solido with Delta Services, Inc. on an act of collateral mortgage (the "Collateral Mortgage") to secure the \$40,000,000 Collateral Mortgage Note, and on an act of inventory collateral chattel mortgage (the "Inventory Collateral Chattel Mortgage") to secure the \$30,000,000.00 Inventory Mortgage Note, which said Collateral Mortgage and Inventory Collateral Chattel Mortgage shall each contain a confession of judgment, waiver of appraisal, and the pact de non alienando, as well as such additional terms, conditions, stipulations and provisions as the said officer may deem proper to incorporate; and said mortgages shall, as the case may be, inure to the benefit of any present or future holder or holders of said \$40,000,000 Collateral Mortgage Note, or said \$30,000,000 Inventory Mortgage Note.

The Collateral Mortgage shall mortgage and hypothecate as security for the \$40,000,000 Collateral Mortgage Note the property hereinafter described, to wit:

DESCRIPTION OF MORTGAGED PROPERTY OMITTED

The \$30,000,000 Inventory Collateral Chattel  
Mortgage shall mortgage and hypothecate as security for the  
\$30,000,000 Inventory Mortgage Note the property hereinafter  
described, to wit:

## DESCRIPTION OF MORTGAGED PROPERTY OMITTED

FURTHER RESOLVED, that in order to secure all indebtedness of every kind, nature and character, whether now existing or hereafter arising, of Delta or this Corporation or Delta Services, Inc., or any of them, to the First National Bank in St. Louis and Bankers Trust Company, (the "Banks"), pursuant to that certain credit agreement (the "Credit Agreement") dated as of September 15, 1960, between Delta and the Banks (which said Credit Agreement and all borrowings heretofore or hereafter made pursuant thereto are ratified and approved), the Chairman of the Board, the President and the Vice Presidents of this Corporation, and each of them, any one of them acting alone, be and he hereby is authorized, empowered and directed to act on behalf of this Corporation, both in this Corporation's individual capacity and in this Corporation's capacity as a joint venturer or general partner in Delta and to bind Delta and this Corporation jointly and severally and in solido with Delta Services, Inc., on a pledge agreement (the "Pledge Agreement") whereby Delta, this Corporation and Delta Services, Inc., pledge to the Banks the \$40,000,000 Collateral Mortgage Note, and the \$30,000,000 Inventory Mortgage Note, and on a General Assignment of Accounts Receivable (the "General Assignment of Accounts Receivable" whereby, pursuant to statutes now in effect or hereafter to become effective, Delta, this Corporation and Delta Services, Inc. pledge and assign to the Banks all present and future accounts receivable generated or acquired by any of them.

FURTHER RESOLVED, that the forms and terms of the Declaration of Immobilization, the \$40,000,000 Collateral Mortgage Note, the \$30,000,000 Inventory Mortgage Note, the

Collateral Mortgage, the Inventory Collateral Chattel Mortgage, the Pledge Agreement, and the General Assignment of Accounts Receivable (collectively the "Documents"), a copy of each of which is placed in the minute book of this Corporation and initialed by the Secretary of this Corporation for identification with these resolutions, be and the same hereby are approved, ratified and confirmed.

FURTHER RESOLVED, that the Chairman of the Board, the President, and the Vice Presidents of this Corporation, and each of them, any one of them acting alone, be and he hereby is authorized, empowered and directed to execute and deliver the Documents with such changes, modifications, additions and deletions as he may in his sole and uncontrolled discretion approve, which changes, modifications, additions and deletions he is hereby authorized to make, his signature on any document constituting conclusive evidence of his approval thereof so that any such document shall be valid and binding on the parties thereto.

FURTHER RESOLVED, that acting on behalf of this Corporation either in its individual capacity or in this Corporation's capacity as a joint venturer or general partner in Delta, the Chairman of the Board, the President, and the Vice Presidents of this Corporation, and each of them, any one of them acting alone, be and he hereby is authorized, empowered and directed from time to time to do any and all things deemed by him to be necessary or appropriate for the purpose of effecting the borrowings contemplated by the Credit Agreement, or carrying out the obligations of Delta or this Corporation pursuant to the Documents, the Credit Agreement, and any collateral agreement heretofore or hereafter executed pursuant thereto, including executing and delivering on behalf of Delta or this Corporation collateral or other mortgages on movables authorized by Louisiana Act

1935 of 1930, and including executing and delivering Pledge Agreements, General Assignments of Accounts Receivable pursuant to Louisiana Act 359 of 1980, and all and any other mortgages, chattel mortgages, documents and certificates, and consenting to such stipulations, agreements and conditions as may be in the judgment of any of them appropriate or necessary in connection therewith, this authority being full and complete and without limit or reserve, and all acts and things heretofore done by such officer in the premises are hereby ratified and approved and all acts and things hereafter done by such officer in furtherance of this authority are hereby ratified and approved in advance. Any instrument or other document executed pursuant to this paragraph or these resolutions shall contain such terms, conditions, stipulations and provisions as the officer executing same shall deem proper to incorporate and, in the case of mortgages or chattel mortgages (whether collateral or otherwise) shall contain a confession of judgment, waiver of appraisal, and the pact de non alienando.

C E R T I F I C A T E

As Secretary of Granite Capital Corp., I do hereby certify that the foregoing is a true and correct copy of a resolution, duly and legally adopted by the Board of Directors of Granite Capital Corp. at a meeting duly held according to law and the Articles of Incorporation and By-Laws of said Corporation on the 4 day of September, 1980, at which a quorum was present and voting throughout, and that said resolution has not been rescinded, modified or recalled, and is in full force and effect.

I certify that the forms of the Documents described in said resolution as presented to and approved at the aforesaid meeting is identical to the said Documents as actually executed on behalf of this Corporation.

I further certify that JEFFREY L. GOLDBERG is the VICE PRESIDENT of this Corporation and that the following is his signature: Jeffrey Goldberg

WITNESS my signature and the seal of Granite Capital Corp. on this 4 day of September, 1980.

[Signature]  
Secretary

FILED PD - RECORD  
PARISH OF  
TERREBONNE, LA.  
SEP 15 2 33 PM '80

Mary E. Bonwilliam  
DEPUTY CLERK OF COURT

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LEASE

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BE IT KNOWN AND REMEMBERED that the following  
Contract of Lease was entered into effective September 1, 1980 at  
12:01 O'Clock A. M., by and between:

MRS. MARGERY MARMANDE FOURNIER, of full  
age, married to Elmer Fournier, with whom she lives and resides  
in the Parish of Terrebonne, Louisiana and whose mailing address  
is 718 Kenney Street, Houma, Louisiana 70360;  
(hereinafter referred to as "LESSOR"); and

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DELTA SERVICES, INC., a corporation organized under and by virtue of the laws of the State Delaware, herein represented by Leon H. Toups, who acts herein under and by virtue of a resolution of the Board of Directors of said corporation, duly adopted at a meeting of said Board held on \_\_\_\_\_, 1980, a certified copy of which resolution is attached hereto and made part hereof; (hereinafter referred to as "LESSEE"),

W I T N E S S E T H:

I.

Lessor does by these presents hereby let, lease and hire unto Lessee, the following described property, to-wit:

A certain tract of land, situated in the Parish of Terrebonne, Louisiana, described and designated as Lot "C" of the Subdivision of Lot 198 of Crescent Plantation Subdivision, containing and comprising an area of 7.69 acres, the said Lot 198 being shown on a plan of Subdivision of Crescent Plantation made by J. C. Waties, in July, 1923, on file in the Office of the Clerk of Court, Terrebonne Parish, Louisiana, and Lot "C" of Lot 198 being fully shown on a plan of Subdivision of said Lot 198 made by Joseph F. Villavaso, C.E., dated April 2, 1925, said plan being annexed to and made part of an act of sale from Peoples Sugar Company, Inc. to Leopold Matherne executed April 6, 1925, and recorded in C.O.B. 82, folio 326 et seq., the original whereof, together with said plan, are to be found in Volume 117 of original acts, under Entry No. 1486; together with all the rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.



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All of the above as more particularly set forth and described as Lot "C" on a map entitled "CHROMALLOY AMERICAN CORPORATION CHROMALLOY NATURAL RESOURCES DIVISION SURVEY OF PROPERTY IN SECTIONS 12, 47, 101 & 104, T17S-R17E, TERREBONNE PARISH, LOUISIANA", made by T. Baker Smith & Son, Inc., Charles M. Camp, LS, dated July 16, 1980, revised July 24, 1980, a copy of which is annexed hereto and made part hereof and identified as Exhibit "A".

## II.

The primary term of this lease shall be for a period of five (5) years beginning on the first (1st) day of September, 1980 and ending at midnight on the last day of August, 1985.

## III.

The consideration for this lease is the undertaking by the Lessee to perform each and every condition of said lease and the payment of a monthly rental of One Thousand Six Hundred and No/100 (\$1,600.00) Dollars per month, payable on the first (1st) day of each month, in advance, during the primary term.

As a further consideration of this lease, Lessor grants unto Lessee, the right, option and privilege to renew this lease for three (3) consecutive additional periods of five (5) years each, as set forth below:

First Option Period:	September 1, 1985 through August 31, 1990.
Second Option Period:	September 1, 1990 through August 31, 1995.
Third Option Period:	September 1, 1995 through August 31, 2000.

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Lessor obligates himself to give Lessee written notice by Registered Mail, postage prepaid, not less than thirty (30) days before the expiration of this lease or any five (5) year-renewal period, of the termination of the lease or of the respective five (5) year renewal period, with the request that the Lessee make known its intention to renew or not to renew for the succeeding additional five (5) year period. Should Lessor fail to give said notice and Lessee remains in possession of the property subsequent to the end of the primary or any additional five (5) year option period, then, in that event, the lease will be considered as having been reconducted for the additional period of five (5) years, and for the consideration fixed for said particular five (5) year period.

## IV.

The rental to be paid during the three (3) five (5) year option periods granted herein shall be as follows:

First Option Period:	September 1, 1985 through August 31, 1990 - \$1,800.00 per month.
Second Option Period:	September 1, 1990 through August 31, 1995 - \$2,000.00 per month.
Third Option Period:	September 1, 1995 through August 31, 2000 - \$2,200.00 per month.

## V.

The property leased herein may be used by Lessee for all lawful purposes.

## VI.

Lessee shall pay all obligations incurred by it in connection with the use of the leased premises, including, but not by way of limitation, all charges for water, gas, electricity and other utilities used on the premises during the term of this lease.

## VII.

Lessee agrees to hold Lessor free and harmless from any liability or responsibility of any nature or description whatsoever, arising out of the use of the leased premises.

## VIII.

Lessee obligates itself to pay the rental punctually when due, and failure to pay two (2) successive monthly rentals vests in Lessor the right either to have the said lease cancelled or to make all remaining rentals immediately due and exigible, at Lessor's option.

## IX.

Any fixtures, machinery, equipment and other property installed in or attached to the leased premises by and at the expense of Lessee shall remain the property of Lessee, and Lessor agrees that Lessee shall have the right at any time, and from time to time, to remove any and all of said fixtures, equipment and other property. Lessee shall leave the premises "broom-clean" and shall leave in a

LEASE - Page

safe condition any wiring to which it had attached its installations and shall cap any water pipes or gas pipes at their junction with the removed fixtures or equipment.

X.

Rental due to Lessor in accordance with this lease shall be paid as follows:

Mrs. Margery Marmande Fournier  
718 Kenney Street  
Houma, Louisiana 70360

WITNESS THE SIGNATURES of the respective Lessors  
as of the dates and at the times and places set forth hereinbelow:

LESSORS:

*Margery Marmande Fournier*  
MRS. MARGERY MARMANDE FOURNIER

STATE OF LOUISIANA

PARISH OF TERREBONNE

BEFORE ME, THE UNDERSIGNED, a Notary Public,  
duly commissioned and qualified within and for the State and Parish  
aforesaid, personally came and appeared:

MRS. MARGERY MARMANDE FOURNIER,

who being by me first duly sworn, deposed and said in the presence  
of the undersigned competent witnesses, that he executed the above  
and foregoing instrument in the presence of the foregoing witnesses as  
his own free and voluntary act and deed, for the uses, purposes and  
considerations therein expressed.

IN WITNESS WHEREOF, said Appearer has executed  
these presents together with me, Notary, and the undersigned competent  
witnesses, at my office in the Parish and State aforesaid, on this 9th  
day of September, 1980.

WITNESSES:

Mary D. LoretteMargery Marmande FournierJohn A. Deane

J. D. W. Harris  
NOTARY PUBLIC

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WITNESS THE SIGNATURE of LEON H. TOUPS, President  
 of DELTA SERVICES, INC., at Houma, Parish  
 of Terrebonne, Louisiana, on this 14th  
 day of September, 1980, in the presence of the undersigned  
 competent witnesses.

WITNESSES:

[Signature]  
[Signature]  
Leon H. Toup  
 LEON H. TOUPS

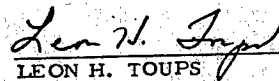
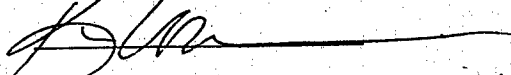
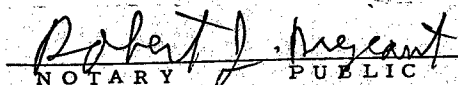
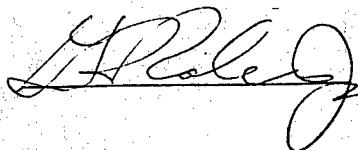
STATE OF Louisiana  
Parish OF Terrebonne

BE IT KNOWN that on this 14th day of September  
 1980, before me, the undersigned authority, duly commissioned, qualified  
 and sworn within and for the State and Parish/County aforesaid, personally  
 came and appeared LEON H. TOUPS; appearing herein in his capacity as  
 the President of DELTA SERVICES, INC., to me personally known to be  
 the identical person whose name is subscribed to the foregoing instrument  
 as the said officer of the said corporation, and declared and acknowledged  
 to me, Notary, in the presence of the undersigned competent witnesses,  
 that he executed the same on behalf of the said corporation with full  
 authority of its Board of Directors, and that the said instrument is the  
 free act and deed of the said corporation and was executed for the uses,

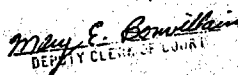
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purposes and benefits therein expressed.

WITNESSES:

  
LEON H. TOUPS  
NOTARY PUBLICFILED FOR RECORD  
PARISH OF  
TERREBONNE, LA.

SEP 15 2 30 PM '80

  
DEPUTY CLERK OF COURT

633176

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L E A S E

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BE IT KNOWN AND REMEMBERED that the following  
Contract of Lease was entered into effective September 1, 1980 at  
12:01 O'Clock A. M., by and between:

MRS. LOUISE MARMANDE CONSTANT, of full age,  
married to Rodney Constant, with whom she lives and resides in  
the Parish of Jefferson, Louisiana and whose mailing address is  
Kraemer, Louisiana;  
(hereinafter referred to as "LESSOR"); and



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DELTA SERVICES, INC., a corporation organized under and by virtue of the laws of the State Delaware, herein represented by Leon H. Toups, who acts herein under and by virtue of a resolution of the Board of Directors of said corporation, duly adopted at a meeting of said Board held on \_\_\_\_\_, 1980, a certified copy of which resolution is attached hereto and made part hereof; (hereinafter referred to as "LESSEE"),

WITNESSETH:

I.

Lessor does by these presents hereby let, lease and hire unto Lessee, the following described property, to-wit:

A certain tract of land, situated in the Parish of Terrebonne, Louisiana, described and designated as Lot "C" of the Subdivision of Lot 198 of Crescent Plantation Subdivision, containing and comprising an area of 7.69 acres, the said Lot 198 being shown on a plan of Subdivision of Crescent Plantation made by J. C. Waties, in July, 1923, on file in the Office of the Clerk of Court, Terrebonne Parish, Louisiana, and Lot "C" of Lot 198 being fully shown on a plan of Subdivision of said Lot 198 made by Joseph F. Villavaso, C.E., dated April 2, 1925, said plan being annexed to and made part of an act of sale from Peoples Sugar Company, Inc. to Leopold Matherne executed April 6, 1925, and recorded in C.O.B. 82, folio 326 et seq., the original whereof, together with said plan, are to be found in Volume 117 of original acts, under Entry No. 1486; together with all the rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.

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All of the above as more particularly set forth and described as Lot "C" on a map entitled "CHROMALLOY AMERICAN CORPORATION CHROMALLOY NATURAL RESOURCES DIVISION SURVEY OF PROPERTY IN SECTIONS 12, 47, 101 & 104, T17S-R17E, TERREBONNE PARISH, LOUISIANA", made by T. Baker Smith & Son, Inc., Charles M. Camp, LS, dated July 16, 1980, revised July 24, 1980, a copy of which is annexed hereto and made part hereof and identified as Exhibit "A".

## II.

The primary term of this lease shall be for a period of five (5) years beginning on the first (1st) day of September, 1980 and ending at midnight on the last day of August, 1985.

## III.

The consideration for this lease is the undertaking by the Lessee to perform each and every condition of said lease and the payment of a monthly rental of One Thousand Six Hundred and No/100 (\$1,600.00) Dollars per month, payable on the first (1st) day of each month, in advance, during the primary term.

As a further consideration of this lease, Lessor grants unto Lessee, the right, option and privilege to renew this lease for three (3) consecutive additional periods of five (5) years each, as set forth below:

First Option Period:	September 1, 1985 through August 31, 1990.
Second Option Period:	September 1, 1990 through August 31, 1995.
Third Option Period:	September 1, 1995 through August 31, 2000.

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Lessor obligates himself to give Lessee written notice by Registered Mail, postage prepaid, not less than thirty (30) days before the expiration of this lease or any five (5) year renewal period, of the termination of the lease or of the respective five (5) year renewal period, with the request that the Lessee make known its intention to renew or not to renew for the succeeding additional five (5) year period. Should Lessor fail to give said notice and Lessee remains in possession of the property subsequent to the end of the primary or any additional five (5) year option period, then, in that event, the lease will be considered as having been reconducted for the additional period of five (5) years, and for the consideration fixed for said particular five (5) year period.

## IV.

The rental to be paid during the three (3) five (5) year option periods granted herein shall be as follows:

First Option Period:	September 1, 1985 through August 31, 1990 - \$1,800.00 per month.
Second Option Period:	September 1, 1990 through August 31, 1995 - \$2,000.00 per month.
Third Option Period:	September 1, 1995 through August 31, 2000 - \$2,200.00 per month.

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## V.

The property leased herein may be used by Lessee for all lawful purposes.

## VI.

Lessee shall pay all obligations incurred by it in connection with the use of the leased premises, including, but not by way of limitation, all charges for water, gas, electricity and other utilities used on the premises during the term of this lease.

## VII.

Lessee agrees to hold Lessor free and harmless from any liability or responsibility of any nature or description whatsoever, arising out of the use of the leased premises.

## VIII.

Lessee obligates itself to pay the rental punctually when due, and failure to pay two (2) successive monthly rentals vests in Lessor the right either to have the said lease cancelled or to make all remaining rentals immediately due and exigible, at Lessor's option.

## IX.

Any fixtures, machinery, equipment and other property installed in or attached to the leased premises by and at the expense of Lessee shall remain the property of Lessee, and Lessor agrees that Lessee shall have the right at any time, and from time to time, to remove any and all of said fixtures, equipment and other property. Lessee shall leave the premises "broom-clean" and shall leave in a

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safe condition any wiring to which it had attached its installations  
and shall cap any water pipes or gas pipes at their junction with  
the removed fixtures or equipment.

X.

Rental due to Lessor in accordance with this lease  
shall be paid as follows:

$\frac{1}{12}$  of total Louise Marmonde Constant  
Kraemer, Le.  
Lafayette National Bank  
Shiboham, Le.

WITNESS THE SIGNATURES of the respective Lessors  
as of the dates and at the times and places set forth hereinbelow:

LESSORS:

Louise Marmonde Constant

717

705

D00887

LEASE - Page

STATE OF LOUISIANA

PARISH OF Terrebonne

BEFORE ME, THE UNDERSIGNED, a Notary Public,  
duly commissioned and qualified within and for the State and Parish  
aforesaid, personally came and appeared:

Louise Marmade Constant

who being by me first duly sworn, deposed and said in the presence  
of the undersigned competent witnesses, that he executed the above  
and foregoing instrument in the presence of the foregoing witnesses as  
his own free and voluntary act and deed, for the uses, purposes and  
considerations therein expressed.

IN WITNESS WHEREOF, said Appearer has executed  
these presents together with me, Notary, and the undersigned competent  
witnesses, at my office in the Parish and State aforesaid, on this 8th  
day of September, 1980.

WITNESSES:

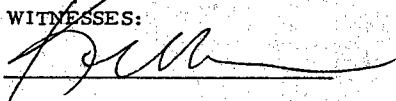
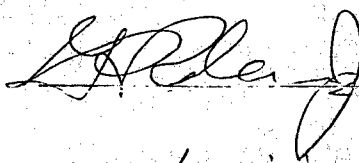
Wilbur A. MooreLouise Marmade ConstantMary B. Blum

[Signature]  
NOTARY PUBLIC

LEASE - Page

WITNESS THE SIGNATURE of LEON H. TOUPS, President  
of DELTA SERVICES, INC., at Houma, Parish  
of Terrebonne, Louisiana, on this 14th  
day of September, 1980, in the presence of the undersigned  
competent witnesses.

WITNESSES:

  
LEON H. TOUPS

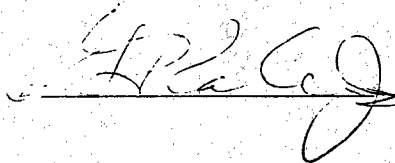
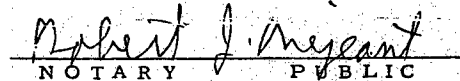
STATE OF Louisiana  
Parish OF Terrebonne

BE IT KNOWN that on this 14th day of September,  
1980, before me, the undersigned authority, duly commissioned, qualified  
and sworn within and for the State and Parish/County aforesaid, personally  
came and appeared LEON H. TOUPS, appearing herein in his capacity as  
the President of DELTA SERVICES, INC., to me personally known to be  
the identical person whose name is subscribed to the foregoing instrument  
as the said officer of the said corporation, and declared and acknowledged  
to me, Notary, in the presence of the undersigned competent witnesses,  
that he executed the same on behalf of the said corporation with full  
authority of its Board of Directors, and that the said instrument is the  
free act and deed of the said corporation and was executed for the uses,

LEASE - Page

purposes and benefits therein expressed.

WITNESSES:

  
LEON H. TOUPS  
NOTARY PUBLICFILED FOR RECORD  
PARISH OF  
TERREBONNE, LA.

SEP 15 2 30 PM '83

  
DEPUTY CLERK OF COURT



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LEASE

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BE IT KNOWN AND REMEMBERED that the following  
Contract of Lease was entered into effective September 1, 1980 at  
12:01 O'Clock A. M., by and between:

HENRY J. MARMANDE, JR., of full age, married to  
the former Isabel Setton, with whom he lives and resides in the  
Parish of Terrebonne, Louisiana and whose mailing address is  
General Delivery Theriot, Louisiana 70397; and

ROY MARMANDE, of full age, married to the former  
Ludia Knight, with whom he lives and resides in the Parish of Terre-  
bonne, Louisiana and whose mailing address is General Delivery,  
Theriot, Louisiana 70397;  
(hereinafter referred to as "LESSOR" and as a person of the masculine  
gender, whether one or more); and

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DELTA SERVICES, INC., a corporation organized under and by virtue of the laws of the State Delaware, herein represented by Leon H. Touns, who acts herein under and by virtue of a resolution of the Board of Directors of said corporation, duly adopted at a meeting of said Board held on \_\_\_\_\_, 1980, a certified copy of which resolution is attached hereto and made part hereof; (hereinafter referred to as "LESSEE"),

WITNESSETH:

I.

Lessee hereby presents hereby, let, lease and hire unto Lessee, the following described property, to-wit:

A certain tract of land, situated in the Parish of Terrebonne, Louisiana, described and designated as Lot "C" of the Subdivision of Lot 198 of Crescent Plantation Subdivision, containing and comprising an area of 7.69 acres, the said Lot 198 being shown on a plan of Subdivision of Crescent Plantation made by J. C. Waties, in July, 1923, on file in the Office of the Clerk of Court, Terrebonne Parish, Louisiana, and Lot "C" of Lot 198 being fully shown on a plan of Subdivision of said Lot 198 made by Joseph F. Villavaso, C.E., dated April 2, 1925, said plan being annexed to and made part of an act of sale from Peoples Sugar Company, Inc. to Leopold Matherne executed April 6, 1925, and recorded in C. O. B. 82, folio 326 et seq., the original whereof, together with said plan, are to be found in Volume 117 of original acts, under Entry No. 1486; together with all the rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.

677

All of the above as more particularly set forth and described as Lot "C" on a map entitled "CHROMALLOY AMERICAN CORPORATION CHROMALLOY NATURAL RESOURCES DIVISION SURVEY OF PROPERTY IN SECTIONS 12, 47, 101 & 104, T17S-R17E, TERREBONNE PARISH, LOUISIANA", made by T. Baker Smith & Son, Inc., Charles M. Camp, LS, dated July 16, 1980, revised July 24, 1980, a copy of which is annexed hereto and made part hereof and identified as Exhibit "A".

## II.

The primary term of this lease shall be for a period of five (5) years beginning on the first (1st) day of September, 1980 and ending at midnight on the last day of August, 1985.

## III.

The consideration for this lease is the undertaking by the Lessee to perform each and every condition of said lease and the payment of a monthly rental of One Thousand Six Hundred and No/100 (\$1,600.00) Dollars per month, payable on the first (1st) day of each month, in advance, during the primary term.

As a further consideration of this lease, Lessor grants unto Lessee, the right, option and privilege to renew this lease for three (3) consecutive additional periods of five (5) years each, as set forth below:

First Option Period:	September 1, 1985 through August 31, 1990.
Second Option Period:	September 1, 1990 through August 31, 1995.
Third Option Period:	September 1, 1995 through August 31, 2000.

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Lessor obligates himself to give Lessee written notice by Registered Mail, postage prepaid, not less than thirty (30) days before the expiration of this lease or any five (5) year renewal period, of the termination of the lease or of the respective five (5) year renewal period, with the request that the Lessee make known its intention to renew or not to renew for the succeeding additional five (5) year period. Should Lessor fail to give said notice and Lessee remains in possession of the property subsequent to the end of the primary or any additional five (5) year option period, then, in that event, the lease will be considered as having been reconducted for the additional period of five (5) years, and for the consideration fixed for said particular five (5) year period.

## IV.

The rental to be paid during the three (3) five (5) year option periods granted herein shall be as follows:

First Option Period:	September 1, 1985 through August 31, 1990 - \$1,800.00 per month.
Second Option Period:	September 1, 1990 through August 31, 1995 - \$2,000.00 per month.
Third Option Period:	September 1, 1995 through August 31, 2000 - \$2,200.00 per month.

## V.

The property leased herein may be used by Lessee for all lawful purposes.

## VI.

Lessee shall pay all obligations incurred by it in connection with the use of the leased premises, including, but not by way of limitation, all charges for water, gas, electricity and other utilities used on the premises during the term of this lease.

## VII.

Lessee agrees to hold Lessor free and harmless from any liability or responsibility of any nature or description whatsoever, arising out of the use of the leased premises.

## VIII.

Lessee obligates itself to pay the rental punctually when due, and failure to pay two (2) successive monthly rentals vests in Lessor the right either to have the said lease cancelled or to make all remaining rentals immediately due and exigible, at Lessor's option.

## IX.

Any fixtures, machinery, equipment and other property installed in or attached to the leased premises by and at the expense of Lessee shall remain the property of Lessee, and Lessor agrees that Lessee shall have the right at any time, and from time to time, to remove any and all of said fixtures, equipment and other property. Lessee shall leave the premises "broom-clean" and shall leave in a

LEASE - Page

safe condition any wiring to which it had attached its installations and shall cap any water pipes or gas pipes at their junction with the removed fixtures or equipment.

X.

Rental due to Lessor in accordance with this lease shall be paid as follows:

Henry J. Marmande, Jr.  
General Delivery  
Theriot, Louisiana 70397

Roy J. Marmande  
General Delivery  
Theriot, Louisiana 70397

WITNESS THE SIGNATURES of the respective Lessors  
as of the dates and at the times and places set forth hereinbelow:

LESSORS:

Henry J. Marmande, Jr.  
HENRY J. MARMANDE, JR.

Roy J. Marmande  
ROY J. MARMANDE

LEASE - Page

STATE OF LOUISIANA

PARISH OF TERREBONNE

BEFORE ME, THE UNDERSIGNED, a Notary Public,  
duly commissioned and qualified within and for the State and Parish  
aforesaid, personally came and appeared:

HENRY J. MARMADE, JR. AND ROY J. MARMADE

who being by me first duly sworn, deposed and said in the presence  
of the undersigned competent witnesses, that he executed the above  
and foregoing instrument in the presence of the foregoing witnesses as  
his own free and voluntary act and deed, for the uses, purposes and  
considerations therein expressed.

IN WITNESS WHEREOF, said Appearer has executed  
these presents together with me, Notary, and the undersigned competent  
witnesses, at my office in the Parish and State aforesaid, on this 8<sup>TH</sup>  
day of SEPTEMBER, 1980.

WITNESSES:

Delbert A. Moore

Henry J. Marmade, Jr.

June A. Diamond

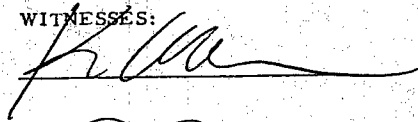
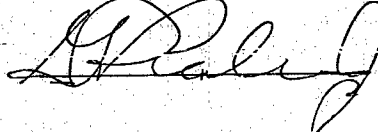
Roy J. Marmade

Sumner H. Light  
NOTARY PUBLIC

LEASE - Page

WITNESS THE SIGNATURE of LEON H. TOUPS, President  
of DELTA SERVICES, INC., at Houma, Parish  
of Terrebonne, Louisiana, on this 1st  
day of September, 1980, in the presence of the undersigned  
competent witnesses.

WITNESSES:

  
LEON H. TOUPS

STATE OF Louisiana  
Parish OF Terrebonne

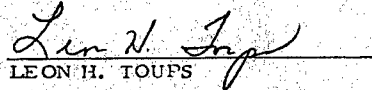
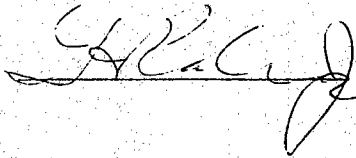
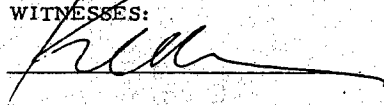
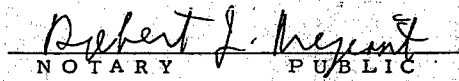
BE IT KNOWN that on this 1st day of September,  
1980, before me, the undersigned authority, duly commissioned, qualified  
and sworn within and for the State and Parish/County aforesaid, personally  
came and appeared LEON H. TOUPS, appearing herein in his capacity as  
the President of DELTA SERVICES, INC., to me personally known to be  
the identical person whose name is subscribed to the foregoing instrument  
as the said officer of the said corporation, and declared and acknowledged  
to me, Notary, in the presence of the undersigned competent witnesses,  
that he executed the same on behalf of the said corporation with full  
authority of its Board of Directors, and that the said instrument is the  
free act and deed of the said corporation and was executed for the uses,



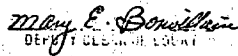
LEASE - Page

purposes and benefits therein expressed.

WITNESSES:

  
LEON H. TOUPS  
NOTARY PUBLICFILED FOR RECORD  
PARISH OF  
TERREBORNE, LA.

SEP 15 2 25 PM '80

  
MARY E. BONNELL  
DEPUTY CLERK OF COURT

684

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D00899

633181

AGREEMENT GRANTING RIGHT  
OF FIRST REFUSAL TO PURCHASE

THIS AGREEMENT is made this 31st day of August,  
1980 by and between Chromalloy American Corporation, a Delaware  
corporation with its principal offices located at 120 South  
Central Avenue, St. Louis, Missouri 63105 (hereinafter  
referred to as "Chromalloy") and Delta Services Industries,  
an unincorporated joint venture organized under the laws of  
the State of Louisiana with principal offices at 202  
Industrial Boulevard, Houma, Louisiana (hereinafter referred  
to as "DSI").

W I T N E S S E T H:

WHEREAS, Chromalloy and DSI have entered into a Purchase  
Agreement to ultimately be evidenced by a sale and transfer  
by Chromalloy American Corporation to Delta Services  
Industries of various and sundry assets including but not  
limited to certain real estate in Terrebonne Parish Louisiana,  
and

WHEREAS, Chromalloy has retained fee title to  
certain properties located near or adjacent to those properties  
transferred to DSI including, but not limited to, a tract  
of land owned by Gemoco, a division of Chromalloy, consisting  
of 10.9709 acres more or less, referred to as Tract II, all  
as more fully described on Exhibit A, attached hereto and  
made a part hereof.

NOW, THEREFORE, the parties do wish to further contract,  
stipulate and agree as follows:

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*[Handwritten signatures]*

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D00900

## I.

DSI does give and grant to Chromalloy herein the first right of refusal to purchase Tract IV, located generally south of the Gemoco tract consisting of 4.3089 acres, more or less referred to above, more fully described in Exhibit "A" attached hereto and made part hereof, without which Chromalloy would not have entered into the purchase agreement and sale of various of its assets as set forth hereinabove.

## II.

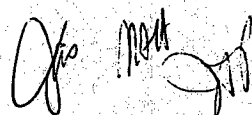
DSI agrees to give Chromalloy written notice via Certified Mail to: Chromalloy American Corporation, 120 S. Central Avenue, Clayton, Missouri 63105, Attn: Thomas E. Monroe, or such subsequent address as Chromalloy may provide, advising Chromalloy of its intention to sell the property or any part thereof and reciting the sale price to be received in an arm's length transaction from a bona fide third party purchaser, said third party purchaser being one other than a division or affiliate of DSI, whereupon Chromalloy shall have twenty (20) days to match the price offered by said bona fide third party.

## III.

Chromalloy shall so notify DSI via Certified Mail addressed to Delta Services Industries, 202 Industrial Boulevard, Houma, Louisiana, Attn: Leon H. Toups, within the aforesaid twenty (20) days of receipt of notice of sale of its intention

-2-

765



to so purchase and shall have an additional forty (40) thereafter to have its attorney, at its expense, prepare a bill of sale and deed taking title to the subject property. Should Chromalloy fail to complete the transaction within said forty (40) days notice to DSI, then all rights of Chromalloy with respect thereto shall be extinguished. Should Chromalloy elect not to exercise its right of first refusal to purchase the subject property, it will execute and place of record any and all necessary documents so stating within twenty (20) days of the expiration of the notice period,

## IV.

In the event the subject property is encumbered by a lien or mortgage, the sale proceeds of Chromalloy to DSI shall be used to release the subject property from the effects of said lien or mortgage so that Chromalloy may obtain clear and unencumbered title thereto. Otherwise, the sale price shall be paid directly to DSI.

## V.

The mineral rights, if any, to the property, should it be transferred by DSI to Chromalloy, shall be shared and divided equally, that is, DSI shall be entitled to reserve an undivided interest in one half (1/2) of all oil, gas, and other minerals situated on or under the subject property provided no party shall permit drilling or other mineral activities on the surface of the subject property without the consent of the other.

## VI.

In the event DSI desires to sell a portion of the property referred to here and above, that portion which DSI desires to sell shall be offered to Chromalloy on the terms and conditions hereinabove set forth.

## VII.

It is agreed that should Chromalloy buy all or a portion of the subject property adjacent to Foret Street, then that right-of-way and servitude granted to Chromalloy in a separate document this day executed shall extend in a southerly direction so as to parallel and/or be adjacent to the purchased property, giving Chromalloy full rights of ingress and egress on and across that portion of Foret Street adjacent to that property or portion thereof adjacent to Foret Street which may be purchased by Chromalloy.

## VIII.

The parties hereto agree that the within agreement is ancillary to a purchase agreement and sale and transfer of assets and liabilities consummated between the parties and as such the said parties agree that no additional consideration is needed or required to bind the parties hereto, the said consideration having been given by DSI to Chromalloy who acknowledges receipt thereof. The parties further agree that should the within agreement fail or should the parties otherwise disagree, arbitrate or litigate over the within agreement, such action shall not void, alter, modify or rescind

*[Handwritten signatures and initials]*

the sale and transfer of assets and liabilities entered into by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

(SEAL)

ATTEST:

*[Signature]*

Asst. Secretary

CHROMALLOY AMERICAN CORPORATION

BY: *[Signature]*

TITLE: EXECUTIVE VICE PRESIDENT

DELTA SERVICES INDUSTRIES

BY: *[Signature]*

TITLE: Chief Executive  
Joint Venture

WITNESS:

*[Signature]*

*[Handwritten signatures]*

## STATE OF LOUISIANA

## PARISH OF ORLEANS

On this 14th day of September, 1980, before me appeared Thomas E. Monroe, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of Chromalloy American Corporation, a corporation, and that as such officer and on behalf of such corporation, he signed and executed the foregoing instrument, by authority of the Board of Directors of said corporation, and said appearer acknowledged said instrument to be the free act and deed of said corporation, for the purposes and considerations therein expressed.

IN TESTIMONY WHEREOF, said appearer has executed this acknowledgment, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

## WITNESSES:

Lynn Bradford

Sara M. Kippers

Thomas E. Monroe

Richard M. Fraser Jr.  
NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF ORLEANS

On this 14th day of September, 1980, before me appeared Leon H. Toups, to me personally known, who, being by me duly sworn, did say that he is the Chief Executive of Delta Services Industries, a Joint Venture under the laws of Louisiana, and that as such officer and on behalf of such Joint Venture, he signed and executed the foregoing instrument, by authority of the Partners of said Joint Venture, and said appearer acknowledged said instrument to be the free act and deed of said Joint Venture, for the purposes and considerations therein expressed.

IN TESTIMONY WHEREOF, said appearer has executed this acknowledgment, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

*James H. Hines*      *Leon H. Toups*  
*[Signature]*

*Richard A. J. [Signature]*  
NOTARY PUBLIC

FILED IN PARISH OF ORLEANS  
TERMINED IN LA.  
SEP 15 4 35 PM '80

*Mary E. Bowdoin*  
DEPUTY CLERK OF COURT

770

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D00906



Part of Entry Number 633181 , being an Attached Plat

has been removed from the Original Acts and placed in

Map Volume 51 Folio 55 Map Number 5754

Date of Recordation September 15, 1980

Recorded in Conveyance Book 807 Folio 764

Map Description : Delta Services Industries Survey of  
Right-of-Way in Sections 12 & 101,  
T17S-R17E Terrebonne Parish La.

Act Description : Rt of 1st Refusal/ Delta Services Industries  
To Chromalloy American Corp.

788

**D00908**

633185

633185

TITS - RITE

RECORD  
SEP 15 2 12 PM '83

633185

142

L. J. BROWN  
SURVEYOR

THIS SURVEY WAS MADE FOR THE  
TITUS RITE COMPANY  
BY L. J. BROWN  
SURVEYOR  
ON SEP 15 1983  
AT TERREBONNE, LOUISIANA

633185

6331

633185

LEGEND

--- PAVED PROPERTY LINE MONUMENTATION  
--- EXISTING FENCE  
--- EXISTING WIDE & POLE  
--- RAILROAD  
--- HIGHWAY  
--- UTILITY SERVICE

DELTA SERVICES INDUSTRIES  
SURVEY OF RIGHT-OF-WAY  
IN SECTIONS 12 & 10, TITS-RITE  
TERREBONNE PARISH, LOUISIANA

633185

T. BROWN SURVEY & SON, INC.  
CIVIL ENGINEERS - LAND SURVEYORS  
HOUMA, LOUISIANA  
AUGUST 7, 1983

APPROVED: *Charles M. Camp*

GRAPHIC SCALE 1" = 100'



633185

633185

AGREEMENT CONCERNING REALTY

This Agreement dated and entered into on August 31, 1980 by and between Chromalloy American Corporation ("Chromalloy"), a Delaware corporation, and Delta Services Industries ("DSI"), an unincorporated joint venture organized under the laws of the State of Louisiana,

WITNESSETH as follows:

WHEREAS Chromalloy and DSI by and through the latter's co-venturers have entered into that certain Purchase Agreement of even date herewith pertaining to the sale by Chromalloy to DSI of certain of the assets of certain units which comprise in part Chromalloy Natural Resources Company and

WHEREAS the Delta Iron Works Profit Sharing Plan and Trust a/k/a the Delta Iron Works Profit Sharing Trust ("Plan") owns in fee that certain two-story, steel and preformed sheet-covered building 170 feet and 6 inches long and 32 feet and 2 inches wide more or less in its main part with two structural appendices thereto each respectively extending therefrom in a northerly direction (26 feet wide and 51 feet long more or less) and in an easterly direction (41 feet 8 inches wide and 49 feet long more or less)

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and situated upon lands within the city limits of Houma, Parish of Terrebonne, Louisiana, to wit, Section 47, Township 17 South, Range 17 East (T17S-R17E), and which for common reference is located immediately northeasterly of the intersection of Pellegrin Street and Martin both of which thoroughfares are undedicated private roads within said city of Houma; and

WHEREAS DSI in connection with its consummation of the transaction contemplated by said Purchase Agreement is desirous of purchasing the above-mentioned building from The Plan,

NOW, THEREFORE, Chromalloy and DSI agree as follows:

1. DSI within sixty (60) days subsequent to the closing of the transaction contemplated by the Purchase Agreement shall make a bona fide and irrevocable offer to The Plan to purchase in fee from The Plan the above-mentioned building at a price not less than the fair market value thereof, to wit, approximately Three Hundred Thousand Dollars (\$300,000.00).
2. Chromalloy shall use its best efforts to encourage the Trustees of The Plan to accept DSI's said bona fide and irrevocable offer to purchase the above-mentioned building.
3. All costs, fees and expenses involved with the implementation and satisfaction of the provisions contained herein shall be borne separately by Chromalloy and DSI as such costs, fees and expenses pertain to, or are incurred

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by, each respectively, and neither Chromalloy nor DSI shall have any liability of any nature to the other by reason of either the execution of this Agreement, or the implementation and satisfaction of the provisions contained herein.

4. Neither Chromalloy nor DSI shall request from, or demand of, either The Plan or the trustees of The Plan severally or jointly any contribution to the payment of any of the costs, fees or expenses referred to in paragraph 3 above, and neither The Plan nor the trustees of The Plan severally or jointly shall be liable or obligated in any manner to Chromalloy or DSI in connection with any sale by The Plan of the above-mentioned building.

5. Chromalloy and DSI shall cooperate with each other to effectuate the provisions contained herein, including but not limited to promptly furnishing each other with such instruments, documents, records, reports and other written material as may be reasonably requested by them severally or jointly in connection with this Agreement.

6. This Agreement shall be governed, interpreted, and construed according to the laws of the State of Louisiana, and, where applicable, the laws of the United States of America.

7. This Agreement shall be binding upon, and inure to the benefit of the parties hereto and the respective heirs, assigns, successors, and partners of each.

8. Any notice or communication to be given or sent to the parties one to the other shall be given or sent to the persons and at the addresses set forth in Section 15 of the Purchase Agreement, except that as to the Trustees of The Plan their addresses shall be to George W. TILDEN,

Tr., Vice President, St. Louis Union Trust Company, 510 LEXIST STREET, P.O. Box 14737, ST. LOUIS, MO. 63178

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year written on the first page hereof.

CHROMALLOY AMERICAN CORPORATION

ATTEST:

Jeff Dwyer

By [Signature]

Title EXECUTIVE VICE PRESIDENT

DELTA SERVICES INDUSTRIES

ATTEST 2 WITNESS:

Michael Dwyer

By Lem W. Long

Title Chief Executive

STATE OF LOUISIANA  
PARISH OF ORLEANS

On this 14th day of September, 1980, before me appeared Thomas E. Monroe, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of Chromalloy American Corporation, a corporation, and that as such officer and on behalf of such corporation, he signed and executed the foregoing instrument, by authority of the Board of Directors of said corporation, and said appearer acknowledged said instrument to be the free act and deed of said corporation, for the purposes and considerations therein expressed.

IN TESTIMONY WHEREOF, said appearer has executed this acknowledgment, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Joia M. Zipper

Judith A. Mullis

Richard A. Vasey III  
NOTARY PUBLIC



STATE OF LOUISIANA

PARISH OF ORLEANS

On this 14th day of September, 1980, before me appeared Leon H. Toups, to me personally known, who, being by me duly sworn, did say that he is the Chief Executive of Delta Services Industries, a Joint Venture under the laws of Louisiana, and that as such officer and on behalf of such Joint Venture, he signed and executed the foregoing instrument, by authority of the Partners of said Joint Venture, and said appearer acknowledged said instrument to be the free act and deed of said Joint Venture, for the purposes and considerations therein expressed.

IN TESTIMONY WHEREOF, said appearer has executed this acknowledgment, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Sara M. KeppieLeon H. ToupsJudith A. Mullis

Richard A. Inase, III  
NOTARY PUBLIC

FILED IN BOOK  
PARISH OF  
TERREBONNE, LA.

SEP 15 2 35 PM '80

May E. Bonwilliam  
DEPUTY CLERK

777

633165

RAILROAD SPURLINE AGREEMENT

THIS AGREEMENT is made this 21st day of August, 1980 by and between Chromalloy American Corporation, Delaware corporation with its principal offices located at 120 South Central Avenue, St. Louis, Missouri 63105 (hereinafter referred to as "Chromalloy") and Delta Services Industries, an unincorporated joint venture organized under the laws of the State of Louisiana with principal offices at 202 Industrial Blvd., Houma, Louisiana, (hereinafter referred to as "DSI").

## WITNESSETH:

WHEREAS, Chromalloy and DSI have entered into a purchase agreement and a sale and transfer of certain assets of Chromalloy including real estate situated in Terrebonne Parish and,

WHEREAS, a portion of the said properties so transferred in fee ownership and/or leasehold interest encompass that certain railroad spur line running generally north and south the entire width of the subject property, and,

WHEREAS, the subject property was at one time an industrial complex owned entirely by Chromalloy and,

WHEREAS, Chromalloy has retained certain of its divisions including Gemoco, Delta Mud & Chemical Company and Arnold and Clarke and,

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*Off* *MS*  
*7/10*

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D00915

WHEREAS, it is of vital importance that one or more of these divisions be entitled to rail service, specifically, but not limited to Arnold and Clarke, a division of Chromalloy, and,

WHEREAS, Chromalloy would not have agreed to sell certain of its assets without the within agreement which is made a part of the consideration of the transaction referred to hereinabove and,

WHEREAS, DSI has agreed and does hereby agree to grant and give a perpetual right-of-way and servitude to and in favor of Chromalloy over and across certain of its properties so that said Chromalloy may enjoy to the fullest extent possible the use of the railroad spur line.

NOW THEREFORE, the parties do stipulate, contract and agree as follows:

I.

DSI does hereby give and grant to and unto Chromalloy, its successors and assigns, a right-of-way and servitude on, over and across that certain railroad spur line, more fully described on Exhibits "A" and "B" attached hereto and made a part hereof.

II.

The right-of-way and servitude in question shall be as presently configured in width and height, or as agreed, and Chromalloy at its expense shall at all times comply with all

*[Handwritten signatures]*  
556

national standards required of the railroad industry including but not limited to adequate width and height for safe switching and travel.

## III.

DSI does grant the within right-of-way and servitude both as to the property it owns in fee ownership and that property of which it has acquired certain leasehold interest. It is understood that DSI grants the right-of-way and servitude without warranties of title but with full subrogation and substitution as to all preceding owners and vendors. Furthermore, DSI grants no warranties whatsoever as to that property which it has a leasehold interest and specifically grants the within right-of-way and servitude only to the extent that it may do so concerning the said leasehold interest.

## IV.

Chromalloy shall be responsible for all maintenance of the railroad spur line for as long as Chromalloy shall use said line and shall bill DSI for the cost of such maintenance based on the following formula:

DSI shall pay to Chromalloy two (2) percent of the total cost of maintenance upon presentation of documentation by Chromalloy.

In the event Chromalloy refuses to so maintain the railroad spur line, then DSI may perform the required maintenance based on the same cost formula set forth above. It is specifically understood that DSI shall have the right

-3-

*[Handwritten signature]*  
557 *[Handwritten initials]*

to perform this maintenance without the necessity of arbitration.

## V.

The subject railroad right-of-way spur shall be maintained to the point where the Southern Pacific Railroad maintenance ends which said point for the purpose of this agreement, shall be called the "turnout", all of which is more fully depicted on the map and descriptions attached hereto and made part hereof.

## VI.

It is further understood that both DSI and Chromalloy shall jointly use the subject railroad spur line in the same manner it is presently used and each agree not to interfere with the other's reasonable use and enjoyment thereof.

## VII.

The parties further agree to meet annually and adjust, if necessary, the percentages allocated to each party for maintenance in the event of a material increase or decrease in usage by either party.

## VIII.

It is further agreed that any break or interruption or damage to the railroad spur shall be repaired by the responsible party or by the property owner on whose property the break or damage occurs. It is further agreed that neither party shall be liable to the other for business interruption or loss of business if caused by the negligence of said

-4-

*[Handwritten signatures]*  
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party, its agents or employees; however, said party shall be liable to the other for expected and intended damages for said interruption or loss of business only if caused by its agents or employees acting within the course and scope of their agency or employment.

IX.

In the event the parties cannot agree to the use or maintenance of the subject railroad spur line, then the matter shall be submitted to arbitration whereby Chromalloy shall select one (1) arbitrator, DSI shall select one (1) arbitrator and the two arbitrators shall select a third arbitrator whose majority decision in the matter shall be binding and final. The third arbitrator so selected shall be generally knowledgeable in the maintenance and operation of railroad lines except that if no such individual can be obtained the parties may mutually agree on an individual with lesser qualifications. The decision of the arbitrators shall be forthcoming within 30 days from the date the matter is submitted to said arbitrators or such greater or lesser time as mutually agreed between parties.

Furthermore, the foregoing arbitration process shall not prohibit either party from presenting its case or grievance in a court of law once the arbitration process is completed.

*[Handwritten signatures and initials]*  
559

X.

The parties hereto agree that the within agreement is ancillary to a purchase agreement and sale and transfer of assets and liabilities consummated between the parties and as such the said parties agree that no additional consideration is needed or required to bind the parties hereto, the said consideration having been given by DSI to Chromalloy who acknowledges receipt thereof. The parties further agree that should the within agreement fail or should the parties otherwise disagree, arbitrate or litigate over the within agreement, such action shall not void, alter, modify or rescind the sale and transfer of assets and liabilities entered into by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

(SEAL)

CHROMALLOY AMERICAN CORPORATION

ATTEST:

BY: *[Signature]*TITLE: EXECUTIVE VICE PRESIDENT

ASST.

*Michael C. Aufderberg*  
Secretary

DELTA SERVICES INDUSTRIES

WITNESS

*Michael P. Tully*BY: *Lem H. Long*TITLE: Chief Executive

JOINT VENTURE

-6-

*[Signature]* 560  
*[Signature]*

## STATE OF LOUISIANA

## PARISH OF ORLEANS

On this 14th day of September, 1980, before me appeared Leon H. Toups, to me personally known, who, being by me duly sworn, did say that he is the Chief Executive of Delta Services Industries, a Joint Venture under the laws of Louisiana, and that as such officer and on behalf of such Joint Venture, he signed and executed the foregoing instrument, by authority of the Partners of said Joint Venture, and said appearer acknowledged said instrument to be the free act and deed of said Joint Venture, for the purposes and considerations therein expressed.

IN TESTIMONY WHEREOF, said appearer has executed this acknowledgment, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

## WITNESSES:

*Alvin Henry*

*Leon H. Toups*

*Judith A. Mullis*

*Richard A. Shasen*  
NOTARY PUBLIC

561

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D00921



STATE OF LOUISIANA

PARISH OF ORLEANS

On this 14th day of September, 1980, before me appeared Thomas E. Monroe, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of Chromalloy American Corporation, a corporation, and that as such officer and on behalf of such corporation, he signed and executed the foregoing instrument, by authority of the Board of Directors of said corporation, and said appearer acknowledged said instrument to be the free act and deed of said corporation, for the purposes and considerations therein expressed.

IN TESTIMONY WHEREOF, said appearer has executed this acknowledgment, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

*Ludith A. Mullis**Thomas E. Monroe**Lynn M. Bradford*

*Richard A. Graser, Jr.*  
NOTARY PUBLIC

562

DESCRIPTION OF PROPOSED RAILROAD RIGHT-OF-WAY  
ACROSS PROPERTY OF DELTA SERVICES INDUSTRIES  
LOCATED IN SECTION 12, T17S-R17E,  
TERREBONNE PARISH, LOUISIANA

COMMENCING at the conventional northwest corner of Section 12, T17S-R17E marked "Z" on the attached plat; thence N 81°48'11" E a distance of 395.52 feet to point "Q", said point being the point of beginning;

THENCE, along the centerline of the proposed 26' railroad right-of-way the following courses;

S 20°59'07" E a distance of 128.33 feet to point "R";

S 16°53'37" E a distance of 158.51 feet to point "S";

S 18°33'22" E a distance of 367.37 feet to point "T";

THENCE, along a curve to the left having a central angle of 9°20'12", a chord bearing of S 23°13'28" E a chord distance of 99.67 feet to point "U";

THENCE, S 27°53'34" E a distance of 634.23 feet to point "V";

THENCE, along a curve to the right having a central angle of 29°27'40", a chord bearing of S 13°09'44" E, a chord distance of 145.07 feet to point "W";

THENCE, S 1°34'06" W a distance of 351.53 feet to point "X";

THENCE, S 1°16'14" W a distance of 1,711.67 feet to a point on the southerly property line of Delta Services Industries, marked "Y" on the attached plat.

The above described right-of-way is more fully shown on a plat prepared by T. Baker Smith & Son, Inc., titled, "Delta Services Industries Survey of Right-of-way in Sections 12 & 101, T17S-R17E, Terrebonne Parish, Louisiana", dated August 7, 1980.

FILED FOR RECORD  
PARISH OF  
TERREBONNE, LA.

SEP 15 2 12 PM '80

*Thurman Bondary*  
DEPUTY CLERK OF COURT

563

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D00923

364

Part of Entry Number 633165 , being an Attached Plat  
has been removed from the Original Acts and placed in  
Map Volume 51 Folio 52 Map Number 5750  
Date of Recordation September 15, 1980

Recorded in Conveyance Book 807 Folio 555

Map Description : Delta Services Industries Survey of  
Right-of-Way in Sections 12 & 101,  
T17S-R17E Terrebonne Parish La.

Act Description : Railroad Agreement/ Chromalloy American Corp.  
& Delta Services Industries

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D00924

104  
D00925

EXHIBIT "A"  
 633164  
 Map of 2447  
 TITTS - RITE  
 STATE OF LOUISIANA  
 PARISH OF TERREBONNE  
 Received July 26, 1955  
 Conveyance Book No. 622, Page 277  
 Registered to: *Charles N. Camp*  
 Notary Public for Louisiana

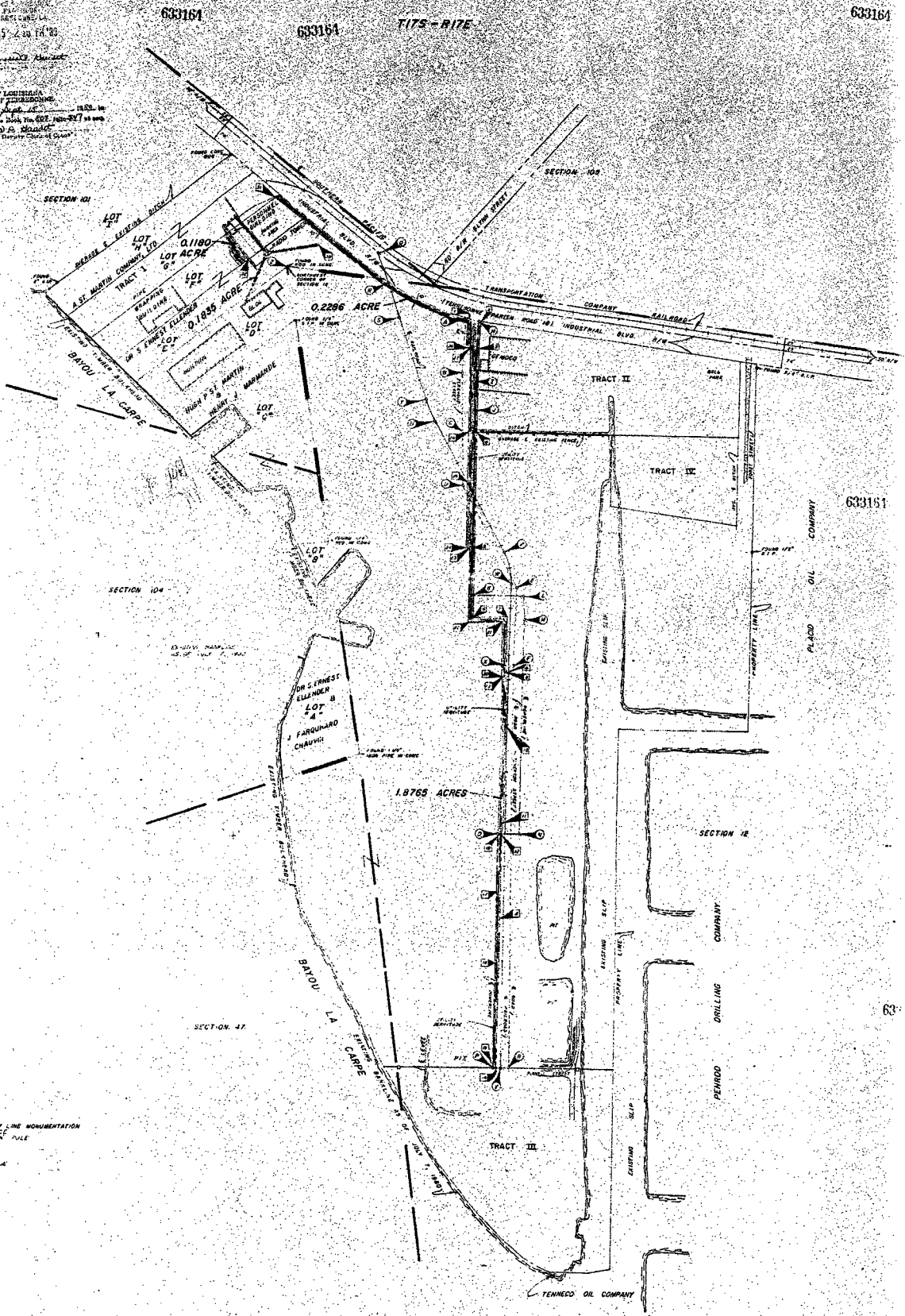
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**LEGEND**  
 FOUND PROPERTY LINE MONUMENTATION  
 EXISTING FENCE  
 SURVEYOR'S PILE  
 E. APPROVED  
 S. MEASURED  
 W. L. SERVICE

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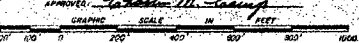
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DELTA SERVICES INDUSTRIES  
 SURVEY OF RIGHT-OF-WAY  
 IN SECTIONS 12 & 101, TITTS-RITE  
 TERREBONNE PARISH, LOUISIANA

C. BAKER SMITH & SONS, INC.  
 CIVIL ENGINEERS - LAND SURVEYORS  
 HOUMA, LOUISIANA  
 REG. NO. 389

633164



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TRANSITIONAL AGREEMENT

This agreement is made and entered into this 31st day of August, 1980, between DELTA SERVICES INDUSTRIES, an unincorporated joint venture organized under the laws of the State of Louisiana (hereinafter referred to as "DSI"), and CHROMALLOY AMERICAN CORPORATION, a Delaware corporation (hereinafter referred to as "Chromalloy").

## W I T N E S S E T H:

WHEREAS, Chromalloy and DSI have entered into a certain Purchase Agreement, the closing of which was held on even date herewith, which provided for the sale by Chromalloy and purchase by DSI of certain assets and the assumption of certain liabilities and obligations of Chromalloy, and

WHEREAS, heretofore, Chromalloy operated an industrial complex through various of its divisions in Houma, Louisiana, and elsewhere, and

WHEREAS, Chromalloy has now divided said industrial complex and has sold certain Businesses but retains the ownership of certain divisions and certain real estate and leasehold interests thereto, and

WHEREAS, the parties desire to effectuate a complete transfer of the Businesses by Chromalloy to DSI and allow Chromalloy a reasonable time in which to remove and/or separate the assets and other properties of its business and the businesses of its divisions, located in Houma, Louisiana and elsewhere, and

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WHEREAS, the parties further desire to share certain assets, properties, utilities and other operations, functions, services, matters and things from and after the Closing, as that term is defined in the Purchase Agreement, for either a specified transitional period or on a perpetual basis.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and considerations contained herein, as well as a material inducement to Chromalloy and upon which Chromalloy has relied in becoming a party to that certain Purchase Agreement, the parties agree as follows:

1. Office Space.

DSI shall allow Chromalloy the free and unrestricted use of eight (8) offices and all adjacent corridors located in the southeast section on the second (2nd) floor of the main office building for six (6) months from the Closing and then on a month-to-month basis thereafter. Chromalloy shall pay to DSI a monthly rental in an amount equal to the square footage of the offices times \$.55 per square foot, but in no event shall the monthly rental exceed the sum of \$1,100.00 per calendar month. Said usage of the eight (8) offices and adjacent corridors shall include any and all utilities and services connected with said offices, used in the ordinary course of business, including but not limited to water, heat, air conditioning, electricity, cleaning

*[Handwritten signatures]*

service, telephone, telecopying, xeroxing or other comparable reproducing facilities, restroom facilities, and complete and free ingress and egress from said area. Chromalloy shall further be allowed to change any and all locks to said offices, and shall further have the right to erect, if it deems necessary, a partition and door to that section at Chromalloy's sole cost and expense, and it shall be removed at Chromalloy's expense. Chromalloy shall notify DSI of its intention to remove itself from said area thirty (30) days prior thereto.

In addition, Chromalloy has retained the ownership and use of certain office furniture, fixtures and equipment, not to exceed \$10,000 in book value, located in the main office building, and prior to the Closing, as that term is defined in the Purchase Agreement, Chromalloy shall designate and identify such.

2. Parking

In relation to the use of eight (8) offices in the main office building, DSI shall allow Chromalloy the free and unrestricted use of ten (10) parking spaces near to said main office building for as long as Chromalloy shall remain in said building pursuant to this Agreement. These spaces shall be in addition to the twenty (20) spaces provided by

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DSI to Chromalloy under a separate agreement.  
entitled "Joint Use of Parking Area Facilities  
Agreement".

3. Telephone

It is agreed that the telephone system will retain its present configuration until completion of installation of a separate system for Chromalloy. Upon the completion of the installation, it is understood and agreed that Chromalloy will retain the present telephone number used for Chromalloy Natural Resources and its divisions, and have all rights incident thereto. However, Chromalloy agrees to provide to DSI, for a period not to exceed six (6) months from the date hereof, telephone tie-in line service for incoming calls which will be forwarded promptly to DSI. At the end of the six (6) month period, DSI acknowledges and agrees that it will have its own separate telephone number, and at and from that time, Chromalloy will no longer be required to forward any incoming telephone calls through this tie-in line, except as further described hereinafter.

4. Conversion of Utilities

Chromalloy and DSI shall share any and all current utilities until such time as the conversion, if any, of said utilities to Chromalloy or to DSI is

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completed as stated herein. It is intended by the parties that neither party's use of said utilities shall be restricted in any manner. DSI agrees to cooperate to the fullest extent in converting said utilities shall be restricted in any manner. DSI agrees to cooperate to the fullest extent in converting said utilities to Chromalloy including the use of the engineering staff of DSI.

- a) Water - The parties ratify and confirm that portion of a separate agreement entitled "Utility Easement Agreement" as it concerns water including Paragraph VII. Chromalloy agrees that within one (1) year from the Closing, it shall install its own water line or lines if necessary, within the easement; for this one (1) year period only, Chromalloy shall pay to DSI the sum of \$300.00 per month for the use of DSI's water line.
- b) Natural Gas - The parties ratify and confirm that portion of a separate agreement entitled "Utility Easement Agreement" as it may concern natural gas including Paragraph IV thereto. Within five (5) years from and after the Closing, Chromalloy agrees to install its own gas line or lines, if necessary within the easement.

- c) Electric - The parties ratify and confirm that portion of a separate agreement entitled "Utility Easement Agreement" as it may concern electrical service including Paragraphs IV and X thereto. Within five (5) years from and after the Closing, Chromalloy agrees to install its own electrical line or lines, if necessary, within the easement and in accordance with the terms of the easement.
- d) Telephone - The parties ratify and confirm that portion of a separate agreement entitled "Utility Easement Agreement" as it may concern telephone service and lines.
- e) Gasoline - Chromalloy shall be able to purchase gasoline from DSI and DSI will sell to Chromalloy gasoline at the then current rate for a period of one (1) year unless extended by DSI from the Closing, the percentage not to be less than the past allocated percentages of gasoline attributable to Arnold and Clarke, Gemoco, CNRC and Delta Mud. To the extent allowed by law, and to the extent necessary, the parties are obligated to take all action necessary to insure an adequate allocation of gasoline from whatever source obtained, and based upon three (3) years past experience, which is to be divided based upon



the allocation for the same month of the previous year.

5. Records and Documents

Chromalloy shall retain all rights with respect to records and documents, of any kind and nature, wherever located, of its divisions and the Businesses being sold pursuant to the Purchase Agreement.

Records shall mean any and all documents including but not limited to accounting, applications, legal, insurance, personnel, engineering, business planning, B.C.G. studies, and management files.

Within six (6) months from the Closing, Chromalloy shall remove, at its expense, from DSI property to the Gemoco property or other Houma location, all of the above records for all years prior to 1977.

Further, Chromalloy shall remove all of the above records pertaining, directly or indirectly, to Gemoco, Arnold and Clarke and Delta Mud and Chemical, for all years since January 1, 1977, and DSI shall retain records for those years pertaining, directly or indirectly, to the sold Businesses.

DSI personnel shall cooperate fully with Chromalloy personnel to effectuate said transfer. DSI shall not obstruct said transfer in any manner, nor shall it destroy or in any other way dispose nor reproduce any records of Chromalloy and its divisions without

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Chromalloy's prior written consent. Chromalloy shall not destroy or in any manner dispose of nor reproduce any records of the Businesses without DSI's prior written consent. At any time and from time to time following the transfer of the records, as provided herein, Chromalloy and DSI shall allow employees, attorneys, accountants, and other authorized representatives of Chromalloy and DSI reasonable access during reasonable business hours (including the right to make copies at the copying party's expense) to the records which remain in the possession of Chromalloy or DSI for such use as may be appropriate or necessary in connection with any settlement, or disposition, or resolution of any tax or other claim asserted or reasonably anticipated to be asserted against Chromalloy or DSI, or for any other proper corporate use or purpose of Chromalloy or DSI.

6. Bank Accounts and Post Office Box

Chromalloy shall retain the ownership of all bank accounts and numbers, lock boxes and numbers, post office boxes and safe deposit boxes, wherever located, of its divisions and the Businesses sold to DSI, and all rights incident thereto. Chromalloy shall allow DSI to use only the current



lock box located at the First National Bank of Houma for two (2) months from and after the Closing.

The parties agree that the Bank will separate the checks for the respective parties. In the event any checks for one part are sent in error to the other, the parties agree that each will forward any checks to the other without delay. At the end of the two (2) month period, DSI acknowledges and agrees that it will have its own separate lock box, and on or before that time, DSI shall no longer have the right to use the lock box of Chromalloy.

7. Communications

From and after the Closing and from time to time, in the event either Chromalloy or DSI receives communications addressed, intended or appropriate for the other party, of any type or nature, where-soever received, including but not limited to mail, telephone calls, purchase orders, contracts, requests for bid, telex and telecopy messages, all such communications shall be completely and promptly forwarded by the receiving party to the other party without delay.

8. Cooperation

From and after the date of this Agreement, Chromalloy and DSI shall have their respective officers,

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directors and other employees cooperate with the other in furnishing information, evidence, testimony and other assistance in connection with any actions, audits, applications, investigations, proceedings, arrangements, claims or disputes relating to the Businesses. Further, each party agrees to notify the other of the receipt of any notice of inspection, investigation and/or violation sent by or received from any governmental agency which could, directly or indirectly, affect the other party to this Agreement.

9. Venice, Louisiana

It is understood by the parties hereto that certain leased property and trailers, equipment and services in Venice, Louisiana, are jointly shared by Delta Mud and Delta Construction. It is the intention of DSI and Chromalloy, and so agreed, that this situation shall continue in the same manner as it presently exists, for the life of the lease between Chromalloy and its lessor, and any extensions thereto. In the event of any dispute arising thereunder, the parties shall arbitrate as stated hereinafter.

10. Intracoastal City

It is understood by the parties that certain leased real property consisting of 4.68 acres, more or

*Handwritten initials/signature*

less, as well as certain equipment and other facilities, located near Intracoastal City, are jointly used and shared by Delta Mud and Delta Construction.

The portion of the property to be used and maintained by each party is as depicted in the survey, Exhibit "A" attached hereto and made a part hereof, and more fully described as follows:

Chromalloy shall use all property generally north of a line sixty-one (61) feet south of the Delta Mud building, and DSI shall use all property generally south of a line thirty-one (31) feet north of the Delta Construction building, all such properties to be used by Chromalloy and DSI subject, however, to a twenty (20) foot wide right-of-way easement for a road in favor of both parties ten (10) feet on either side of said dividing line.

The parties agree to be bound by and such is incorporated herein and made a part hereof as though set out in full, a sublease, marked Exhibit "B" from Chromalloy to DSI.

Chromalloy grants to DSI an non-exclusive easement and right to use the loading ramp on the Vermilion River. The parties grant each other an non-exclusive easement and right-of-way over and on the "turnaround" at the end of the road.

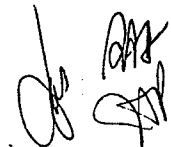


Chromalloy shall retain the present telephone number, and shall have all rights incident thereto. Chromalloy agrees to provide DSI the use of the telephone number for a one (1) year period, or unless a longer period is required by the telephone company, at which time DSI shall have its own telephone system and number. It is understood that Chromalloy is leasing space on a radio tower, and DSI agrees that within one (1) year it shall obtain its own space and frequency.

It is further understood and agreed by the parties, and each will share the cost, that the entrance including a new gate to said property from Louisiana Highway 333 shall be moved in a southerly direction to straighten the road.

It is further understood and agreed that Chromalloy shall be allowed the right to use the septic tank and water well without charge. It is the intention of Chromalloy to obtain or install its own septic tank and/or water well but it is not obligated to do so.

It is further understood and agreed that in the event the Lessor requires bulkheading and erosion control of the slip located at the southernmost boundry of the subleased property,



and in the event that DSI does not actually use or enjoy the benefit of the area adjacent to said slip, then and only then shall Chromalloy be responsible for fifty (50) percent of the cost of bulkheading and erosion control that portion of the slip required to be bulkheaded but in no event shall Chromalloy's share be in excess of \$75,000. DSI further agrees not to take any action to induce the Lessor to require the bulkheading and erosion control.

It is further understood and agreed that each party shall be responsible for its own negligence and the negligence of its own agents, employees and customers, and each agrees to hold the other harmless against all loss or damage arising out of the acts of said negligent parties regarding the use of said property and/or facilities.

The lease payments to the lessor shall be allocated between the parties based upon the terms of the sublease.

11. Miscellaneous Matters

- a) Leavall pipe at Houma and Duson - It is understood by the parties that certain Chromalloy Pipe and Steel pipe inventory was sold to Dan Leavall, and it was agreed

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that he was to have free storage for six (6) months until September 17, 1980.

It is the intention of Chromalloy to cause a physical inventory of the pipe to be taken on or before August 31, 1980. In the event that said pipe is not removed by Leavall before that date, DSI agrees to allow it to remain on DSI property at Houma and Duson for a period not to exceed sixty (60) days after September 17, 1980, as set forth herein below. DSI agrees that from and after August 31, 1980, DSI shall be responsible and liable for said pipe at Houma and Duson. DSI further agrees to allow employees of DSI to cooperate with Chromalloy to effectuate the transfer of said pipe to Leavall.

DSI shall remain liable for said pipe, and any shortage or damage thereto, for sixty (60) days from and after September 17, 1980, in the event the pipe is not removed by Leavall. At the end of the sixty (60) day period, in the event the pipe is not removed, Chromalloy will take whatever legal action is necessary, at its expense, to have the pipe removed, and DSI shall cooperate with Chromalloy in such action. In no event shall Chromalloy

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*QPP*

be responsible or liable for said pipe in any manner whatsoever during the sixty (60) day period.

- c) Guard Service - It is understood by the parties that Chromalloy shall have no need for any security or guard service at Yard I in Houma, and, that from and after August 31, 1980, DSI shall be solely responsible for and to said guard service.
- d) Marketing Items - It is understood by the parties that there are certain marketing items of Chromalloy, its divisions and the businesses, including but not limited to oil convention booth rights and advertising space, and the parties agree that such will be identified and split or shared by the parties on or before the Closing. Further, it is agreed by Chromalloy that DSI shall receive the use of four (4) LSU season football tickets for 1980 and all subsequent seasons.

12. General Provisions

- a) Notices. Any notice or other communication required or permitted by this Agreement to be given to any of the parties shall be in writing and shall be deemed to have been given on the date when such communication is

deposited in the United States mail, registered,  
postage prepaid and addressed:

(a) Delta Services Industries  
202 Industrial Boulevard  
Houma, Louisiana 70360  
ATTN: Leon H. Toups

with copies to:

Watkins, Walker & Prejeant  
501 Roussell Street  
Houma, Louisiana 70360

ATTN: Kenneth Watkins, Esquire

(b) Chromalloy American Corporation  
120 South Central Avenue  
Clayton, Missouri 63105

ATTN: Thomas E. Monroe

with copies to:

Chromalloy American Corporation  
120 South Central Avenue  
Clayton, Missouri 63105

ATTN: John J. Dowling, III, Esq.

or, in any case, to such other address as  
shall be designated by notice.

b) General Provisions

(a) Headings. The underlined section and  
paragraph headings used in this Agreement  
are for convenient reference only and are

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not intended to modify any provision of this Agreement.

(b) Binding Effect and Non-Assignability.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Applicable Law. This Agreement shall be governed, interpreted, and construed by reference only to the provisions of this Agreement, to the laws of the state of Missouri, and to any applicable Federal law.

(d) Final Agreement; Amendments. This Agreement hereto represents the entire Agreement, with respect to its subject matter, among the parties, and any other understandings, or agreements, oral or written, between them concerning the same subject matter are fully merged into this Agreement and are thus extinguished. This Agreement may not be amended, terminated or modified orally or by course of conduct but only by an agreement in writing duly executed by all the parties hereto.

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- (e) Counterparts. This Agreement may be executed in any number of counterparts, each of which, when fully and properly executed, shall be deemed to be an original.
- (f) The parties hereto agree that the within agreement is ancillary to a Purchase Agreement and sale transfer of assets and liabilities consummated between the parties and as such the said parties agree that no additional consideration is needed or required to bind the parties hereto, the said consideration having been given by DSI to Chromalloy who acknowledges receipt thereof. The parties further agree that should the within agreement fail or should the parties otherwise disagree, arbitrate or litigate over the within agreement, such action shall not void, alter, modify or rescind the sale and transfer of assets and liabilities entered into by the parties hereto.
- (g) Should the parties fail to agree as to the nature of any matter or relationship herein, and a bona fide dispute exists,



then the matter will be submitted to arbitration whereupon DSI shall select one arbitrator, Chromalloy shall select one arbitrator and those arbitrators shall select a third arbitrator whereupon by majority vote the three arbitrators shall determine the matter in dispute. Furthermore, the foregoing arbitration process shall not prohibit either party from presenting its case or grievance in a court of law once the arbitration process is completed.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

(SEAL)

CHROMALLOY AMERICAN CORPORATION

ATTEST:

BY: *[Signature]*

TITLE: EXECUTIVE VICE PRESIDENT

*Michael C. Aufdermauer*  
Asst. Secretary

Witness:

*Michael T. Tully*

DELTA SERVICES INDUSTRIES

BY: *Len W. Long*

TITLE: Chief Executive  
Joint Venture

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*[Handwritten initials]*



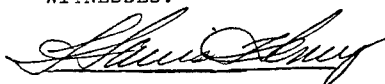
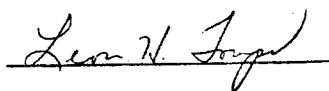
STATE OF LOUISIANA

PARISH OF ORLEANS

On this 14th day of September, 1980, before me appeared Leon H. Toups, to me personally known, who, being by me duly sworn, did say that he is the Chief Executive of Delta Services Industries, a Joint Venture under the laws of Louisiana, and that as such officer and on behalf of such Joint Venture, he signed and executed the foregoing instrument, by authority of the Partners of said Joint Venture, and said appearer acknowledged said instrument to be the free act and deed of said Joint Venture, for the purposes and considerations therein expressed.

IN TESTIMONY WHEREOF, said appearer has executed this acknowledgment, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Judith A. Mullis  
NOTARY PUBLIC

STATE OF LOUISIANA  
PARISH OF ORLEANS

On this 14th day of September, 1980, before me appeared Thomas E. Monroe, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of Chromalloy American Corporation, a corporation, and that as such officer and on behalf of such corporation, he signed and executed the foregoing instrument, by authority of the Board of Directors of said corporation, and said appearer acknowledged said instrument to be the free act and deed of said corporation, for the purposes and considerations therein expressed.

IN TESTIMONY WHEREOF, said appearer has executed this acknowledgment, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Sara M. Kippers

Judith A. Mullis

Thomas E. Monroe

Richard A. Ivancin, Jr.  
NOTARY PUBLIC

S U B L E A S E

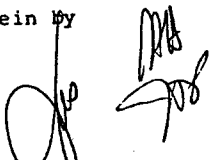
This Sublease ("Sublease") dated August \_\_, 1980, by and between Chromalloy American Corporation, a Delaware corporation ("Chromalloy") and Delta Services Industries, an unincorporated joint venture organized under the laws of the State of Louisiana ("DSI").

## W I T N E S S E T H:

WHEREAS, Chromalloy is presently leasing two tracts of real property situate in Vermilion Parish, Louisiana as well as certain equipment and other facilities located thereon, pursuant to that certain Lease ("Lease") by and between Chromalloy and Pierce Enterprises, Inc. ("Lessor"), dated September 1, 1979, a copy of which is attached hereto and marked Exhibit "A";

WHEREAS, Chromalloy and DSI have entered into a certain Transitional Agreement ("T.A.") in connection with that certain Purchase Agreement between Chromalloy and DSI. The T.A. sets forth and explains certain rights and obligations of Chromalloy and DSI vis a vis, inter alia, certain real properties, one of which being the real property which is the subject of this Sublease as hereinafter set forth and the terms and conditions of said T.A. as they relate to the subject property are incorporated herein by reference;

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EXHIBIT "B"

WHEREAS, subject to the terms and conditions herein-  
after set forth, Chromalloy desires to sublease and DSI  
desires to lease a portion of one of the tracts of the real  
property and the entire other tract and certain equipment  
and facilities, as hereinafter described.

NOW THEREFORE, in consideration of the mutual  
covenants contained herein, the parties agree as follows:

1. PREMISES

Chromalloy hereby subleases and DSI hereby  
leases from Chromalloy, Chromalloy's right, title and  
interest in and to its leasehold interest under the Lease in  
and to the real property described in Exhibit "B", which  
constitutes a portion of one of the tracts of the real  
property leased by Chromalloy under the Lease (which portion  
is hereinafter described as Tract A), and the entire tract  
of real property described in Exhibit "C" (which tract is  
hereinafter described as Tract B). The portion of real  
property leased by Chromalloy under the Lease and not  
subleased hereunder is described on Exhibit "D" (which  
portion is hereinafter described as Tract C). A copy of a  
survey prepared by J.E. Schexnaider & Associates, dated  
August 11, 1980 showing, inter alia, Tracts A and C, is  
attached hereto as Exhibit "E" and made a part hereof.

2. TERM

a. The term of this Sublease shall commence  
on the Closing and terminate on December 30, 1984.

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b. DSI shall have the right and option to extend this lease for three (3) additional periods of five (5) years each, commencing January 1, 1985, by giving written notice to Chromalloy of its intention to do so not less than one hundred and ten (110) days prior to the expiration of the primary term and not less than one hundred and ten (110) days prior to the expiration of each successive following option term in the event DSI elects to exercise any or all of the option terms hereinabove set forth.

c. Should DSI give notice of its intention to exercise option the granted hereinabove then Chromalloy shall be bound and obligated to renew the primary lease.

Should Chromalloy decide that it does not desire to use its portion of the leased premises (Tract \_\_\_\_\_ containing 1.586 ac.) it shall notify DSI no less than 90 days prior to the expiration of the primary term or extension then in effect and, in said event Chromalloy shall sub-lease the entire properties covered by the primary lease to DSI, with no additional charge or premium, and DSI shall be obligated to accept said sub-lease, to pay all rental due thereunder and to hold Chromalloy free and harmless from any liability or responsibility under the terms of the primary lease.

3. RENT

DSI shall pay during the term hereof, monthly, in advance on or before the first day of each month, eighty-

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one per cent (81%) of the sums calculated in accordance with the formula set forth in Section II of the Lease; which percentage has been calculated by dividing as follows:

6.718 acres subleased by DSI

8.304 acres leased to Chromalloy

If this Sublease is extended as hereinafter provided, DSI shall continue to pay Chromalloy eight-one percent (81%) of the rent due Lessor from Chromalloy during the option terms, all as set forth and in accordance with the formula set forth in Section II of the Lease.

#### 4. ADDITIONAL RENT

Section III of the Lease provides that Chromalloy may sublease all or a portion of the subject real property so long as Chromalloy agrees to pay Lessor ten (10%) of the gross rent as received by Chromalloy under any sublease. In further consideration of the covenants of Chromalloy hereunder, DSI agrees to pay monthly, in advance, on or before the first day of each month, in addition to the monthly rental payments, an additional monthly rental equal to 10% of the amount determined in Section III multiplied by eight-one percent (81%), which percentage has been calculated as follows:

6.718 acres subleased by DSI

8.304 acres leased to Chromalloy

DSI agrees to pay this additional rent, calculated in

accordance with the above formula, during the option terms based upon the monthly rent as then in effect in accordance with Section II of the Lease.

5. EASEMENT; LICENSES - FACILITIES

In accordance with the T. A. and in connection with Tracts A and C, the parties agree as follows that during the term hereof and any extended or option term:

a. Chromalloy and DSI shall each have a ten (10) foot non-exclusive easement on each other's Tracts A and C which shall be on either side of the dividing line of Tract A and C which twenty (20) feet shall be used by the parties as a right-of-way ("Right-of-Way"). Each party shall maintain the ten (10) feet located on their respective Tracts. This Right-of-Way shall exist the term of this Sublease and any extension thereof. This Right-of-Way is shown on Exhibit E.

b. Chromalloy and DSI shall each have a non-exclusive easement to use the "turn-a-round" areas at the end of the Right-of-Way on each other's Tracts A and C. These "turn-a-round" areas are shown on Exhibit E.

c. Chromalloy grants DSI a non-exclusive easement to use the loading ramp located on Chromalloy's Tract C. The loading ramp is shown on Exhibit E.

d. Chromalloy and DSI shall relocate the entrance to Chromalloy's Tract C to the head of or beginning of the Right-of-Way and shall share equally in the cost

thereof including installation of a new gate. The entrance to Chromalloy's Tract C is marked on Exhibit E with an "X".

e. Chromalloy shall have no obligation (and it is acknowledged by DSI that Chromalloy will have no obligation whatsoever) in connection with any bulkheading or stabilization of the Tracts subleased by DSI except as provided for in the T.A. which provisions shall survive the term of this sub-lease and any extensions thereto.

In connection with the foregoing non-exclusive easements and the parties respective use thereof, during the term and any extended term hereof, each party shall indemnify and hold each other harmless from any and all claims, expenses, damages, costs (including reasonable attorneys' fees) and liabilities arising out of each party's, (and each party's agents, employees', licensees' and invitees') negligence, acts or omissions. This indemnification shall survive the expiration or earlier termination of this Sublease.

6. CONDITION OF PREMISES

It is understood and agreed by DSI that DSI is subleasing Tracts A and B "as is, where is", and that Chromalloy has not and makes no representations, warranties, or covenants, express or implied, in connection with said Tracts A and B including without limitation suitability for any purpose whatsoever.

-6-

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*CPW* *RAH*



#### 7. LEASE OBLIGATIONS

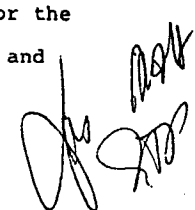
DSI agrees to assume, pay, perform, and discharge all debts, obligations and liabilities in connection with Tracts A and B in accordance with the terms and conditions of the Lease, the T.A. and this Sublease and indemnify and hold Chromalloy harmless in connection with same (including reasonable attorneys' fees). Unless otherwise specified herein, DSI shall be bound by all the terms and conditions of the Lease to the same extent as if incorporated herein, as and to the extent that they relate to Tracts A and B and Chromalloy shall have all of the rights of Lessor contained in the Lease, in addition to all of the rights it has hereunder. In the event any of the terms and conditions of the Lease is in conflict with any of the terms and conditions of this Sublease, this Sublease, the T.A. and the Purchase Agreement shall control.

#### 8. DEFAULT

Should DSI at any time violate any of the terms or conditions of this Sublease and fail to cure same after thirty (30) days' written notice or should DSI fail to pay rent and/or the additional rent when due and thereafter fail to pay said rent within ten (10) days after notice or should there be a petition for bankruptcy filed by DSI or against DSI, or should there be a petition for receivership filed by DSI or against DSI, or should there be an assignment for the benefit of creditors, the rental and additional rental and

-7-

592



all other charges for which DSI is responsible hereunder and/or under the terms of the Lease for the remainder of the term of this Sublease and the Lease shall become due and payable, and Chromalloy shall have the option to declare and demand the entire sums due and/or immediately cancel this Sublease. DSI shall be liable and responsible for any and all costs and expenses suffered by Chromalloy (including reasonable attorneys' fees and court costs) resulting (directly or indirectly) from said default, including, without limitation, any costs or expenses suffered by Chromalloy in reletting the Tracts and placing the Tracts in condition to re-let.

9. ASSIGNMENT AND SUBLEASE

DSI may not assign or Sublease, by operation of law or otherwise, the whole or any part of the Tracts without the written consent of Chromalloy which consent shall not be unreasonably withheld.

10. SUBLEASE-INTENT

The parties agree that this instrument is in all respects intended to be a sublease and not an assignment.

11. NOTICES

Any and all notices, demands and other communications shall be in writing and sent by registered or certified mail to the following addresses:

-8-

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*[Handwritten signatures and initials]*

627

D00954

Chromalloy American Corporation  
Attention: Secretary  
120 South Central Avenue  
Clayton, Missouri 63105

Delta Services Industries  
Attention: Kenneth Watkins, Esquire  
501 Roussell Street  
Houma, Louisiana 70360

All notices, demands and other communications shall be deemed to be effective and given on the date of deposit in U.S. mail.

12. AMENDMENTS AND MODIFICATIONS

This Sublease may not be amended or modified unless such amendment or modification is in writing and executed by both parties.

13. PARAGRAPH HEADINGS

The headings of each of the Sections in this Sublease are for convenience of reference only and shall not be used to interpret any term or condition hereof.

14. ENTIRE AGREEMENT

This Sublease constitutes the entire agreement between the parties and there are no oral or written agreements, representations, warranties or covenants which have not been incorporated herein.

15. SUCCESSORS AND ASSIGNS

Subject to the provisions of Section 10, this Sublease shall inure to and be binding upon the parties' successors and assigns.



IN WITNESS WHEREOF, the parties have executed this  
Sublease the day and year first above written.

DELTA SERVICES INDUSTRIES

Witness:

BY \_\_\_\_\_

TITLE \_\_\_\_\_

JOINT VENTURE

CHROMALLOY AMERICAN CORPORATION

Witness:

BY \_\_\_\_\_

TITLE \_\_\_\_\_

-10-

595

LEASE

STATE OF LOUISIANA  
PARISH OF VERMILION

KNOW ALL MEN BY THESE PRESENTS, That:

For and in consideration of the rentals hereinafter set forth, and subject to the terms, conditions, and stipulations hereinafter following:

PIERCE ENTERPRISES, INC., a Louisiana corporation domiciled and doing business in the Parish of Vermilion, Louisiana, whose mailing address is P. O. Box 635, Abbeville, Louisiana 70510, herein represented by CASEY PIERCE, its President, duly authorized to act and appear herein under and by virtue of a resolution of its Board of Directors, a true extract copy of which is attached hereto and made part hereof, (hereinafter sometimes referred to as "Lessor"),

does by these presents, LET, LEASE and DEMISE to and unto:

DELTA CONSTRUCTION, a Division of Chromalloy American Corporation, a Delaware corporation, but duly qualified to do and doing business in the State of Louisiana, whose mailing address is P. O. Box 7036, Houma, Louisiana, herein represented by its undersigned officer, duly authorized to act and appear herein under and by virtue of a resolution of its Board of Directors, a true extract copy of which is attached hereto and made part hereof, (hereinafter sometimes referred to as "Lessee"),

the following described property, to-wit:

(Description of the property follows on page two)

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*Handwritten signatures*  
EXHIBIT "A"

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D00957

LEASE

That certain tract of land containing 3.618 ACRES lying and being situated in the Seventh Ward of Vermilion Parish, State of Louisiana, in Irregular Section 87, Township 14 South, Range 3 East, being more particularly described as follows:

Starting at a point which is the Northeast Corner of the property of Carlton J. Foster, proceed N 35°26' E, a distance of 359.30 feet along the centerline of Louisiana State Highway No. 333 to a point; thence N 31°20' E, a distance of 63.90 feet along said centerline to a point; thence N 29°23' E, a distance of 0.33 feet along said centerline to a point, which is the point of beginning; thence proceed N 29°23' E, a distance of 93.57 feet along said centerline to a point; thence N 23°40' E, a distance of 100.00 feet along said centerline to a point; thence N 21°07' E, a distance of 8.46 feet to a point which is the Northeast Corner of the property to be leased by Delta Construction; thence N 71°21' W, a distance of 776.71 feet to a point; thence S 31°00'39"W, a distance of 204.75 feet to a point; thence S 71°21' E, a distance of 794.00 feet to a point which is the point of beginning; said property being bounded on the North by property of Pierce Enterprises, Inc.; on the South by property of Pierce Enterprises, Inc. and property leased by Acadian Contractors, Inc.; on the East by Louisiana State Highway No. 333 and property leased by Delta Iron Work; and on the West by property of Pierce Enterprises, Inc. LESS AND EXCEPT that existing 50' foot road right of way running in a north-south direction through the central portion of said 3.618 Acre Tract.

AND

The tract of land described on the following PAGE TWO-A of this lease:

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D00958

LEASE

PAGE TWO-A

## PROPERTY DESCRIPTION CONTINUED:

A certain parcel of ground situated in Section 87 Township 14 South, Range 3 East, Vermilion Parish, Louisiana, measuring 539.73' feet front more or less on the eastern side of Louisiana State Highway No. 333 and measuring 529.63' feet more or less on the western bank of the Vermilion River, by a depth of 505.74' feet more or less on its upper or northern line and with a depth of 359.87' feet more or less on its southern line, and being bounded as follows:

In front or on the west by the center line of Louisiana State Highway No. 333, on the East by the Vermilion River, on the north by other lands of Lessor and on the South by lands of John Prejean, now or formerly, said property being more particularly shown and depicted on a plat annexed to a Lease by Lessor, said plat showing survey of a 4.686 Acre tract of land being leased by Delta Iron Works from Pierce Enterprises, Inc., and being situated in Irregular Section 87, Township 14 S, Range 3 East, Seventh Ward of Vermilion Parish, State of Louisiana, dated August 17, 1975, prepared by J.E. Schexnaider, Registered Land Surveyor, with all improvements thereon and thereunto situated and belonging.

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D00959

LEASE

PAGE THREE

I.

A. This lease is made for an interim term commencing on September 1, 1979, and ending December 31, 1979, and for a primary term commencing January 1, 1980, and running for a period of FIVE (5) years, ending December 31, 1984. Rental in the amount of \$2,650.00 per month shall be paid on the 1st day of each month of the interim period. Monthly rentals as established in Section of this lease, plus any increases as per the agreements contained hereinafter, shall likewise be payable upon the 1st day of each month during the entire term of this lease and any renewals thereof.

B. Lessee shall have the right and option to extend this lease for three (3) additional periods of five (5) years each, commencing January 1, 1985, by giving written notice to Lessor of its intention to do so not less than ninety (90) days prior to the expiration of the primary term hereinabove stipulated under Subparagraph A, and not less than ninety (90) days prior to the expiration of each successive following option term in the event Lessee elects to exercise any or all of the option terms hereinabove set forth.

II.

RENTAL for the first year of the primary term of FIVE (5) years is to be determined as follows: As soon as is practicably possible after government figures are available after January 1, 1980, monthly rental for that year shall be subject to adjustment for changes in the cost of living and current inflation rate as reflected by the Consumer Price Index issued by the United States Department of Labor for the year 1979. The monthly rental rate for the year of 1980 shall be set by using the following formula:

(\$2,650.00 X percentage inflation rate for 1979, EQUALS the additional monthly charge, PLUS \$2,650.00 EQUALS total monthly rental for the year 1980.)

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D00960



LEASE

PAGE FOUR

AS AN EXAMPLE, and assuming an inflation rate of 8% for the year 1979, the formula would net the following rental per month for 1980:

EXAMPLE ONLY:

$\$2,650.00 \times 8\%$  inflation rate (assumed) =  $\$212.00$ ,  
the added monthly charge, PLUS  $\$2,650.00$ , EQUALS  
THE TOTAL RENTAL per month for each month of  
1890:  $\$2,862.00$ .

AS A FURTHER EXAMPLE of the application of the rental-setting formula, and assuming an inflation rate of 7% for the year 1980, the formula would net the following monthly rental for 1981:

EXAMPLE ONLY:

PREVIOUS YEAR'S MONTHLY RENTAL -  $\$2,862.00 \times 7\%$   
inflation rate (assumed) EQUALS  $\$200.34$ , the added  
monthly charge, PLUS  $\$2,862.00$ , EQUALS THE TOTAL monthly  
rental for 1981:  $\$3,062.34$ .

The above formula shall be applied throughout the term of this lease and any renewals thereof. In no event, however, shall monthly rentals be reduced from any preceding year, despite either a ZERO inflation rate or a minus inflation rate figure.

III.

Lessee is specifically granted the right to sublease the subject property, or any portion thereof, provided that in the event such right is exercised, Lessee agrees to pay to Lessor ten (10%) per cent of the gross rentals derived by Lessee by virtue of any such sublease or subleases, such percentage to be paid to Lessor within fifteen (15) days after the receipt thereof by Lessee, provided that such additional percentage shall not be due to Lessor as to subleases granted by Lessee to any subsidiary and/or division of Chromalloy American Corporation.

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D00961

## LEASE

PAGE FIVE

Any sublease granted by Lessee pursuant to this article shall make specific reference to this lease agreement, shall be ancillary to and dependent upon the continued validity of this lease agreement; and the rights of any sublessee granted pursuant hereto shall never exceed the rights herein granted by Lessor to Lessee, Lessee specifically acknowledging that it shall, at all times, remain liable to Lessor for the performance of all covenants and obligations imposed upon the respective parties hereto by virtue hereof.

## IV.

The parties acknowledge that the property herein leased by Lessor to Lessee fronts on the westerly bank of Vermilion River; as additional consideration for this lease, Lessee agrees that, on or before the expiration of two (2) years from January 1, 1980, Lessee shall cause to be installed, at Lessee's expense, along that portion of the leased premises which fronts on the Vermilion River, bulkheading and erosion control to protect the leased premises from erosion. Lessee shall accomplish such back-filling as shall be allowed by the United States Army Corp of Engineers in reclaiming property previously washed away. In addition, Lessee binds itself to keep the said bulkheading in good condition throughout the term of the lease.

## V.

A. Lessee may use the leased premises for any lawful purpose, with the exception that storage tanks shall not be placed closer than one hundred fifty (150') feet from highway center line.

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D00962

LEASE

PAGE SIX

B. Lessee shall have the right to shell, gravel or hard surface the surface of the leased premises; Lessee shall also have the right to place fences on or around the leased premises or any portion or portions thereof, to dig or dredge slips into the leased property, to exclude from the leased premises any and all such persons as Lessee may desire, and, generally, to use and possess the leased premises to the same extent as though Lessee were owner thereof.

C. Lessee shall have the right to remove any and all improvements, with the exception of bulkheading, placed by Lessee or any of its sublessors, on the leased premises, but such removal shall be accomplished by the termination date of this lease. In any event, the property shall be left clean, level and in generally the same condition as at the commencement of this lease.

## VI.

Lessee shall pay all ad valorem and other property taxes assessed against the improvements placed by Lessee on the leased premises; Lessor shall be responsible for and shall pay all ad valorem or similar property taxes assessed against the land, as such. Lessee agrees to pay any and all utility charges imposed upon Lessee or arising out of Lessee's use or occupancy of the leased premises, including, illustratively but not exclusively, meter deposits, connection charges, and all monthly or other periodic water, gas, electricity and similar charges.

## VII.

At the expiration of this lease, or its termination for other cause, Lessee is obligated to immediately surrender

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LEASE

PAGE SEVEN

possession, and any holding over of Lessee beyond the primary term or any extended term of this lease shall not be deemed to be a reconduction hereof, but, on the contrary, Lessee shall be deemed a tenant on a month-to-month basis.

## VIII.

Should Lessee at any time violate any of the conditions of this lease, or fail to comply with any of Lessee's obligations hereunder, or default in the payment of the rent or similar charges herein provided for, as stipulated, or upon the filing of a bankruptcy, receivership or respite petition by or against Lessee, or upon Lessee's suspension, failure or insolvency, the rental for the whole unexpired term of this lease, or any extended term thereof, shall, without putting Lessee in default, at once become due and exigible; and in any such event, Lessor shall have the option either at once to demand the entire rent for the whole term, or to immediately cancel this lease, Lessee to remain responsible for all damages or losses suffered by Lessor, including reasonable attorney's fees in connection with such cancellation or collection of past-due rentals. Lessee hereby assents thereto and expressly waives the legal notice to vacate the premises.

Lessee shall not be deemed in default for failure to pay rentals hereunder unless Lessor shall have given Lessee ten (10) days written notice of such failure. Failure to strictly and promptly enforce these conditions shall not operate as a waiver of Lessor's rights, Lessor expressly reserving the right to always enforce prompt payment of rent, or to cancel this lease, regardless of any indulgences or extensions previously granted. Failure to comply with any condition or obligation of

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D00964

LEASE

PAGE EIGHT

this lease will make Lessee liable for any loss or damage sustained by Lessor, and in default of payment of rental within ten (10) days of receipt of the above notice, this lease shall be canceled at the option of Lessor.

IX.

Lessor shall have the right to go upon and to inspect the leased premises at any reasonable time.

X.

This lease is granted free and clear of encumbrances, except those hereinabove set forth, and with full warranty against eviction, and Lessor agrees to deliver full and complete possession of the leased premises to Lessee and shall at all times maintain Lessee in peaceable possession thereof.

XI.

All notices called for hereunder shall be in writing and shall be deemed effectually given when delivered by United States Registered or Certified Mail, Return Receipt Requested, properly addressed, postage prepaid. Until written notice of change of address shall be given to the parties herein, the post office or office addresses of the parties shall be as follows:

Lessor: Pierce Enterprises, Inc.  
P. O. Box 635  
Abbeville, Louisiana.

Lessee: Delta Construction, a Division  
of Chromalloy American Corporation  
P. O. Box 7036  
Houma, Louisiana 70360.

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D00965

LEASE

PAGE FINE

STATE OF LOUISIANA  
PARISH OF VERMILION

THUS DONE AND SIGNED by CASEY PIERCE for PIERCE ENTERPRISES, INC. at Abbeville, Parish of Vermilion, Louisiana, on this 20th day of AUGUST, 1979, in presence of Maudry M. Fontenot and Betty B. Comeaux, competent witnesses, who have signed these presents with the par and me, Notary, after due reading of the whole.

WITNESSES:

Maudry M. Fontenot

PIERCE ENTERPRISES, INC.

Betty B. ComeauxBY: Casey Pierce  
CASEY PIERCE

James E. Fontenot  
NOTARY PUBLIC  
JAMES E. FONTENOT

STATE OF LOUISIANA  
PARISH OF TERREBONNE

THUS DONE AND SIGNED by E. M. Dupaquier for DELTA CONSTRUCTION, A DIVISION OF CHROMALLOY AMERICAN CORPORATION, this 31st day of August, 1979, at Houma, Parish of Terrebonne, Louisiana, in the presence of Margaret P. Kolmann and Glynn P. Pellegrin, competent witnesses, who have signed these presents with the par and me, Notary, after due reading of the whole.

WITNESSES:

Margaret P. KolmannDELTA CONSTRUCTION, A DIVISION OF  
CHROMALLOY AMERICAN CORPORATIONGlynn P. Pellegrin

BY: \_\_\_\_\_

Samuel A. Dupaquier  
NOTARY PUBLIC

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D00966

RESOLUTION OF BOARD OF DIRECTORS

PIERCE ENTERPRISES, INC.

Abbeville, Louisiana

August 17, 1979

A special meeting of the Board of Directors of PIERCE ENTERPRISES, INC. was called on this 17th day of August, 1979. All of the directors were present, and after the meeting was called to order, the following resolution was properly and unanimously adopted by the Board of Directors:

BE IT RESOLVED THAT:

CASEY PIERCE, President of PIERCE ENTERPRISES, INC., is hereby authorized to act and appear on behalf of this corporation and to enter into an act of lease with DELTA CONSTRUCTION, a Division of Chromalloy American Corporation, of immovable property belonging to this corporation, which property is described as follows:

That certain tract of land containing 3.618 ACRES lying and being situated in the Seventh Ward of Vermilion Parish, State of Louisiana, in Irregular Section 87, Township 14 South, Range 3 East, being more particularly described as follows:-

Starting at a point which is the Northeast Corner of the property of Carlton J. Foster, proceed N 35°26' E a distance of 359.30 feet along the centerline of Louisiana State Highway No. 333 to a point; thence N 31°20' E a distance of 63.99 feet along said centerline to a point; thence N 29°23' E a distance of 0.33 feet along said centerline to a point, which is the point of beginning; thence proceed N 29°23' E, a distance of 93.57 feet along said centerline to a point; thence N 23°40' E, a distance of 100.00 feet along said centerline to a point; thence N 21°07' E, a distance of 8.46 feet to a point which is the Northeast Corner of the property to be leased by Delta Construction; thence N 71°21' W, a distance of 776.71 feet to a point; thence S 31°00'39" W a distance of 204.75 feet to a point; thence S 71°21' E, a distance of 794.00 feet to a point which is the point of beginning; said property being bounded on the North by property of Pierce Enterprises, Inc.; on the South by property of Pierce Enterprises, Inc. and property leased by Acadian Contractors, Inc.; on the East by Louisiana State Highway No. 333 and property leased by Delta Iron Work; and on the West by property of Pierce Enterprises, Inc. LESS AND EXCEPT that existing 50' foot road right of way running in a north-south direction through the central portion of said 3.618 Acre Tract.

AND

The Tract of land described on the following PAGE ONE of this Resolution.

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D00967

## RESOLUTION OF BOARD OF DIRECTORS

PAGE ONE-A

## PROPERTY DESCRIPTION CONTINUED:

A certain parcel of ground situated in Section 87, Township 14 South, Range 3 East, Vermilion Parish, measuring 539.73' feet front more or less on the eastern side of Louisiana State Highway No. 333 and measuring 529.63' feet more or less on the western bank of the Vermilion River, by depth of 505.74' feet more or less on its upper or northern line and with a depth of 359.87' feet more or less on its southern line, and being bounded as follows:

In front or on the west by the center line of Louisiana State Highway No. 333, on the east by the Vermilion River, on the north by other lands of Lessor and on the south by lands of John Prejean, now or formerly, said property being more particularly shown and depicted on a plat annexed to a Lease by Lessor, said plat showing survey of a 4.686 Acre tract of land being leased by Delta Iron Works from Pierce Enterprises, Inc., and being situated in Irregular Section 87, Township 14 South, Range 3 East, Seventh Ward of Vermilion Parish, State of Louisiana, dated August 17, 1973, prepared by J.E. Schexnaider, Registered Land Surveyor, with all improvements thereon and thereunto situated and belonging.

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D00968



## RESOLUTION

PAGE TWO

The proposed lease shall be made for an interim term commencing on September 1, 1979, and ending December 31, 1979, and for a primary term commencing January 1, 1980, and running for a period of five (5) years, ending December 31, 1984. Rental in the amount of \$2,650.00 per month shall be paid on the 1st day of each month of the interim period.

Rentals beginning January 1, 1980, shall be computed according to the following schedule:

(\$2,650.00 X percentage inflation rate for 1979, EQUALS the additional monthly charge, PLUS \$2,650.00, EQUALS total monthly rental for the year 1980.)

AS AN EXAMPLE, and assuming an inflation rate of 8% for the year 1979, the following formula would net the following rental per month for 1980:

EXAMPLE ONLY:

(\$2,650.00 X 8% inflation rate (assumed) = \$212.00, the added monthly charge, PLUS \$2,650.00, EQUALS THE TOTAL rental per month for each month of 1980: \$2,862.00)

AS A FURTHER EXAMPLE of the application of the rental-setting formula, and assuming an inflation rate of 7% for the year 1980, the formula would net the following monthly rental for 1981:

EXAMPLE ONLY:

(PREVIOUS YEAR'S MONTHLY RENTAL - \$2862.00 X 7% inflation rate (assumed) EQUALS \$200.54, the added monthly charge, plus \$2,862.00 EQUALS the total monthly rental for 1981: \$3,062.34)

The above formula shall be applied throughout the term of this lease and any renewals thereof. In no event, however, shall monthly rentals be reduced from any preceding year, despite either a ZERO inflation rate or a minus inflation rate figure.

The president is further authorized to grant options to renew this lease as follows:

To extend this lease for three (3) additional periods of five (5) years each, commencing January 1, 1985, after having received written notice by Lessee of Lessee's intention to do so not less than ninety (90) days prior to the expiration of the primary term, and not less than ninety (90) days prior to the expiration of each successive following option term in the event Lessee elects to exercise any or all of the option terms set forth in the lease.

## RESOLUTION

PAGE TH

The president is further authorized to include in the said lease any and all terms and conditions which he deems proper and in the best interest of the corporation, at his sole discretion.

There being no further business, the meeting was adjourn

C E R T I F I C A T E

I, NELLIE MARCEAUX, Secretary of PIERCE ENTERPRISES, INC., do certify that the above and foregoing is a true copy and a duplicate original of the resolution of the Board of Directors of PIERCE ENTERPRISES, INC., adopted at its special meeting held on August 17, 1979, at its corporate office in Abbeville, Louisiana, at which all of the members of the Board of Directors were present.

*Nellie Marceaux*  
NELLIE MARCEAUX, SECRETARY

FILED IN RECORD  
PARISH OF  
TERREBONNE, LA.

SEP 15 2 17 PM '83

*Donny Boudreaux*  
DEPUTY CLERK OF COURT

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D00970

Part of Entry Number 633166 , being an Attached Plat

has been removed from the Original Acts and placed in

Map Volume 51 Folio 53 Map Number 5751

Date of Recordation September 15, 1980

Recorded in Conveyance Book 807 Folio 565

Map Description : Plat Showing property being leased to  
Delta Services Inc. & property being leased  
to Chromalloy Delta Mud Co., Inc., being situated  
Irregular Section 87, T14S-R3E, Seventh  
Ward of Vermilion Parish, La.

Act Description : Agreemt/ Chromalloy American Corp. &

Delta Services Industries

610

FAA

D00971

Part of Entry Number 633166 , being an Attached Plat  
has been removed from the Original Acts and placed in

Map Volume 51 Folio 53 Map Number 5752

Date of Recordation September 15, 1980

Recorded in Conveyance Book 807 Folio 565

Map Description : Plat Showing property being leased to  
Delta Services Inc. & Property being leased  
to Chromalloy Delta Mud Co., Inc., being si  
Irregular Section 87, T14S-R3E, Seventh  
Ward of Vermilion Parish, La.

Act Description : Agreemt/ Chromalloy American Corp. &  
Delta Services Industries

Part of Entry Number 633166 , being an Attached Plat

has been removed from the Original Acts and placed in

Map Volume 51 Folio 54 Map Number 5753

Date of Recordation September 15, 1980

Recorded in Conveyance Book 807 Folio 565

Map Description : Plat Showing property being leased to  
Delta Services Inc. & Property being leased  
to Chromalloy Delta Mud Co., Inc., being situated  
Irregular Section 87, T14S-R3E, Seventh  
Ward of Vermilion Parish, La.

Act Description : Agreemt/ Chromalloy American Corp. &  
Delta Services Industries

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633164

JOINT USE OF PARKING AREA FACILITIES

THIS AGREEMENT is made this 31st day of August, 1980 by and between Chromalloy American Corporation, Delaware corporation with its principal offices located at 120 South Central Avenue, St. Louis, Missouri 63105 (hereinafter referred to as "Chromalloy") and Delta Services Industries, an unincorporated joint venture organized under the laws of the State of Louisiana with principal offices at 202 Industrial Blvd., Houma, Louisiana, (hereinafter referred to as "DSI").

## WITNESSETH

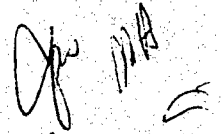
WHEREAS, DSI and Chromalloy have entered into a purchase agreement and a sale and transfer of certain real estate and real estate and

WHEREAS, DSI has obtained the fee ownership and/or leasehold interests of a certain personnel building and adjacent parking area as more fully depicted on Exhibit "A", attached hereto and made a part hereof, and

WHEREAS, the parking area in question is further described as being in front of and adjacent to the present Personnel Building and Delta Mud property, and

WHEREAS, since Chromalloy has retained certain divisions namely, Arnold and Clarke, Gemoco and Delta Mud & Chemical Company, which will require from time to time that

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officers, employees or customers of said divisions use the subject parking area, the parties do wish to further stipulate and agree as follows:

NOW THEREFORE, the parties agree:

I.

The said parking area shall be jointly used and shared by officers, employees and customers of DSI and Chromalloy to the fullest extent practical, and Chromalloy shall have full and complete right to use twenty (20) spaces on DSI property, owned or leased, as reasonably close as possible to the Delta Mud property.

II.

Chromalloy shall at all times have full rights of ingress and egress to said parking area with particular reference to a full right of ingress and egress from Industrial Boulevard.

All rights with respect to parking shall be coextensive with the rights of DSI and subject to the plans of DSI concerning the configuration of the parking area.

III.

Each party hereto is to be responsible for its own officers, employees, agents and customers parking; each to be responsible for and bear the expense of any damage occasioned by its use other than for maintenance.

## IV.

DSI shall be primarily responsible for the maintenance and upkeep of the parking area, including the twenty (20) spaces assigned to Chromalloy and also shall maintain thirty-one (31) spaces on Delta Mud property. As consideration therefor, Chromalloy shall pay the sum of \$100.00 per month to DSI for five (5) years, unless sooner terminated. At the end of every five (5) year period, the parties shall meet and mutually adjust the monthly payment hereunder. In the event the parties are not able to agree, then said matter shall be handled by arbitration, as set out herein. This agreement may be terminated by Chromalloy at any time upon thirty (30) days written notice.

## VI.

It is understood that the parking area shall be used solely for personnel type vehicles and not for commercial type vehicles.

## VII.

It is agreed that paving, blacktopping or hardsurfacing the parking area shall not be considered ordinary maintenance and upkeep, so that the cost of same shall not be shared by Chromalloy unless mutually agreed upon.

## VIII.

In the event the parties cannot agree as to parking, the matter shall be submitted to arbitration whereby each

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D00976



party shall select an arbitrator who shall in turn select a third arbitrator whose majority decision shall be binding on the parties.

Furthermore, the foregoing arbitration process shall not prohibit either party from presenting its case or grievance in a court of law once the arbitration process is completed.

## IX.

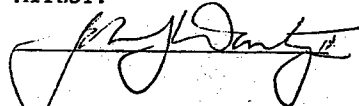
The parties hereto agree that the within agreement is ancillary to a purchase agreement and sale and transfer of assets and liabilities consummated between the parties and as such the said parties agree that no additional consideration is needed or required to bind the parties hereto, the said consideration having been given by DSI to Chromalloy who acknowledges receipt thereof. The parties further agree that should the within agreement fail or should the parties otherwise disagree, arbitrate or litigate over the within agreement, such action shall not void, alter, modify or rescind the sale and transfer of assets and liabilities entered into by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

(SEAL)

CHROMALLOY AMERICAN CORPORATION

ATTEST:

BY: TITLE: EXECUTIVE VICE PRESIDENT  
Asst Secretary

-4-

550 

WITNESS

Michael P. Turley

DELTA SERVICES INDUSTRIES

BY: Len H. FongTITLE: Chief Executive

JOINT VENTURE

-5-

551

John M. H.

STATE OF LOUISIANA

PARISH OF ORLEANS

On this 14th day of September, 1980, before me appeared Leon H. Toups, to me personally known, who, being by me duly sworn, did say that he is the Chief Executive of Delta Services Industries, a Joint Venture under the laws of Louisiana, and that as such officer and on behalf of such Joint Venture, he signed and executed the foregoing instrument, by authority of the Partners of said Joint Venture, and said appearer acknowledged said instrument to be the free act and deed of said Joint Venture, for the purposes and considerations therein expressed.

IN TESTIMONY WHEREOF, said appearer has executed this acknowledgment, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Alvin Henry  
Judith A. Mullis

Leon H. Toups

Richard A. Inas, Jr.  
NOTARY PUBLIC

552

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D00979

## STATE OF LOUISIANA

## PARISH OF ORLEANS

On this 14th day of September, 1980, before me appeared Thomas E. Monroe, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of Chromalloy American Corporation, a corporation, and that as such officer and on behalf of such corporation, he signed and executed the foregoing instrument, by authority of the Board of Directors of said corporation, and said appearer acknowledged said instrument to be the free act and deed of said corporation, for the purposes and considerations therein expressed.

IN TESTIMONY WHEREOF, said appearer has executed this acknowledgment, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

## WITNESSES:

Judith A. Mullis

Lynn M. Bradford

Richard A. Fraser, Jr.  
NOTARY PUBLIC

FILED FOR RECORD  
PARISH OF  
TERREBONE, LA.

SEP 15 2 10 PM '80

Nancy A. Brindley  
DEPUTY NOTARY PUBLIC

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D00981

633163

633163

TITS-RITE

633163

TITS-RITE  
TERREBONNE PARISH  
SECTION 12 & 101

C. BAKER SMITH &amp; SON, INC.

STATE OF LOUISIANA  
PARISH OF TERREBONNE  
Recorded August 1, 1968, in  
Coversheet Book No. 277, Page 211 in the  
Department of Land & Survey  
Surveying Clerk of Court

633163

LEGEND

FOUND PROPERTY LINE MONUMENTATION

EXISTING FENCE

WATER WASH OR POLE

WELL

POWERLINE

RAILROAD

UTILITY SERVICE

DELTA SERVICES INDUSTRIES  
SURVEY OF RIGHT-OF-WAY  
IN SECTIONS 12 & 101, TITS-RITE  
TERREBONNE PARISH, LOUISIANA

C. BAKER SMITH & SON, INC.  
CIVIL ENGINEERS - LAND SURVEYORS  
HOUMA, LOUISIANA  
August 1, 1968

633163

APPROVED: *Charles M. Camp*

GRAPHIC SCALE IN FEET

0 100 200 300 400 500 600



633163

633163

SEWERAGE  
EASEMENT AGREEMENT

THIS AGREEMENT is made this 31st day of August, 1980 by and between Chromalloy American Corporation, a Delaware corporation with its principal offices located at 120 South Central Avenue, St. Louis, Missouri 63105 (hereinafter referred to as "Chromalloy") and Delta Services Industries, an unincorporated joint venture organized under the laws of the State of Louisiana with principal offices at 202 Industrial Boulevard, Houma, Louisiana (hereinafter referred to as "DSI").

WITNESSETH:

WHEREAS, Chromalloy and DSI have entered into a purchase agreement and the sale of certain assets including real estate in Terrebonne Parish, and,

WHEREAS, a portion of the assets transferred consisted of sewerage lines, septic tanks and sewerage treatment facilities, and,

WHEREAS, DSI is in need of an easement from Chromalloy concerning the use and operation of a certain sewerage disposal plant.

NOW, THEREFORE, the parties do wish to further stipulate and agree as follows:

I.

Chromalloy does hereby give and grant to and unto and in favor of DSI, its successors and assigns, an easement for the

541

life of the lease between Chromalloy and its lessor, and any extensions thereto, said easement more fully described on Exhibits "A" and "B" attached hereto and made a part hereof.

II.

The purpose of the foregoing easement is to permit the operation and maintenance of a sewerage line to a sewerage disposal plant to be owned and operated by DSI.

III.

The operation and maintenance of said sewerage line and sewerage disposal plant shall be at the sole cost and expense of DSI.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

(SEAL)

CHROMALLOY AMERICAN CORPORATION

Attest:

BY:

*[Signature]*  
1857 Secretary

TITLE: EXECUTIVE VICE PRESIDENT

DELTA SERVICES INDUSTRIES

Witness:

BY:

*Michael E. Tully*

*Lem V. Tully*  
TITLE: Chief Executive  
Joint Venture



STATE OF LOUISIANA

PARISH OF ORLEANS

On this 14th day of September, 1980, before me appeared Leon H. Toups, to me personally known, who, being by me duly sworn, did say that he is the Chief Executive of Delta Services Industries, a Joint Venture under the laws of Louisiana, and that as such officer and on behalf of such Joint Venture, he signed and executed the foregoing instrument, by authority of the Partners of said Joint Venture, and said appearer acknowledged said instrument to be the free act and deed of said Joint Venture, for the purposes and considerations therein expressed.

IN TESTIMONY WHEREOF, said appearer has executed this acknowledgment, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

*Richard A. Inas*  
*Judith G. Muelis*

*Leon H. Toups*

*Richard A. Inas*  
NOTARY PUBLIC

543

570

D00984

STATE OF LOUISIANA

PARISH OF ORLEANS

On this 14th day of September, 1980, before me appeared Thomas E. Monroe, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of Chromalloy American Corporation, a corporation, and that as such officer and on behalf of such corporation, he signed and executed the foregoing instrument, by authority of the Board of Directors of said corporation, and said appearer acknowledged said instrument to be the free act and deed of said corporation, for the purposes and considerations therein expressed.

IN TESTIMONY WHEREOF, said appearer has executed this acknowledgment, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Judith O. MullisThomas E. MonroeLynn M. Bradford

Richard A. Ingersoll  
NOTARY PUBLIC

DESCRIPTION OF PROPOSED 0.118 ACRE UTILITY SERVITUDE  
ON PROPERTY OF A. ST. MARTIN COMPANY, LTD. & DR. S. ERNEST ELLENDER  
LOCATED IN SECTION 101, T17S-R17E,  
TERREBONNE PARISH, LOUISIANA

COMMENCING at the conventional northwest corner of Section 12, T17S-R17E, marked "Z" on the attached plat; thence N 80°29'02" W a distance of 171.49 feet to a point; said point being the point of beginning and marked point "32";

THENCE, S 53°09'52" W a distance of 48.40 feet to a point;

THENCE, N 35°08'07" W a distance of 58.41 feet to a point;

THENCE, N 10°46'02" W a distance of 110.27 feet to a point;

THENCE, S 36°10'57" E a distance of 157.45 feet to the point of beginning and containing an area of 0.118 acres, more or less.

The above described utility servitude is more fully shown on a plat prepared by T. Baker Smith & Son, Inc., titled, "Delta Services Industries Survey of Right-of-way in Sections 12 & 101, T17S-R17E, Terrebonne Parish, Louisiana", dated August 7, 1980.

FILED FOR RECORD  
PARISH OF  
TERREBONNE, LA.

SEP 15 2 09 PM '80

*Handwritten signature*  
DEPUTY CLERK

545

*Handwritten initials and signature*

D00986

Part of Entry Number 633163 , being an Attached Plat

has been removed from the Original Acts and placed in

Map Volume 51 Folio 50 Map Number 5748

Date of Recordation September 15, 1980

Recorded in Conveyance Book 807 Folio 541

Map Description : Delta Services Industries Survey of  
Right-of-Way in Sections 12 & 101,  
T17S-R17E Terrebonne Parish La.

Act Description : Sewerage Agreemt/ Chromalloy American Corp.  
& Delta Services Industries

546

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D00987

576

D00988

633162

633162

TITS - RITE

STATE OF LOUISIANA  
 PARISH OF TERREBONNE  
 Survey No. 339  
 Registered  
 Land Surveyor  
 Charles M. Camp

633162

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633162

**LEGEND**

FOUR PROPERTY LINE MONUMENTATION  
 EXISTING FENCE  
 EXISTING WIRE & POLE  
 POWERLINE  
 RAILROAD  
 UTILITY SERVICE

633162

DELTA SERVICES INDUSTRIES  
 SURVEY OF RIGHT-OF-WAY  
 IN SECTIONS 12 & 101, TITS-RITE  
 TERREBONNE PARISH, LOUISIANA

T. BAKER SMITH & SON, INC.  
 CIVIL ENGINEERS - LAND SURVEYORS  
 HOUMA - LOUISIANA  
 JANUARY 1, 1960



APPROVED: *Charles M. Camp*

GRAPHIC SCALE IN FEET  
 0 100 200 300 400 500 600 700 800 900 1000

633162

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633162

TITS-RITE

633161

633161

RECORDED  
2015 408 PM

October 10, 1980

Page # 2798  
STATE OF LOUISIANA  
BASINS OF TERRITORIAL  
RECORDS  
Recorded 10/10/80 11:45 AM  
Clerk of Court  
Bureau of Land Management  
Bureau of Land Management  
Bureau of Land Management

633161

633161

LEGEND  
--- SOUND PROPERTY LINE MONUMENTATION  
--- EXISTING FENCE  
--- EXISTING POLE  
--- EXISTING PIPE  
--- EXISTING DRAINAGE  
--- EXISTING EASEMENT  
--- EXISTING RIGHT-OF-WAY  
--- EXISTING UTILITY  
--- EXISTING ADJUTANT

633161

DELTA SERVICES INDUSTRIES  
SURVEY OF RIGHT-OF-WAY  
IN SECTIONS 12 & 101, TITS-RITE  
TERREBONNE PARISH, LOUISIANA

R. BAKER, SURVEYOR & SON, INC.  
CIVIL ENGINEERING & LAND SURVEYING  
HOUMA, LOUISIANA  
JULY 17, 1980



633161

633161

APPROVED: *Charles H. Baker*  
SCALE: 1" = 100'  
GRAPHIC SCALE: 0 100 200 300 400 500 600 700 800 900 1000

633162

RADIO  
TOWER AGREEMENT

THIS AGREEMENT is made this 31st day of August, 1980 by and between Chromalloy American Corporation, a Delaware corporation with its principal offices located at 120 South Central Avenue, St. Louis, Missouri 63105 (hereinafter referred to as "Chromalloy"), and Delta Services Industries, an unincorporated joint venture organized under the laws of the State of Louisiana with principal offices at 202 Industrial Boulevard, Houma, Louisiana, (hereinafter referred to as "DSI").

W I T N E S S E T H:

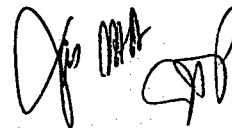
WHEREAS, Chromalloy has entered into a purchase agreement and a sale and transfer of certain assets including real estate to DSI and

WHEREAS, the property in question was heretofore an industrial complex shared by various divisions of Chromalloy and,

WHEREAS, Chromalloy has sold various of its divisions and retained several others, namely, Arnold & Clarke, Gemoco, and Delta Mud & Chemical Company, and,

WHEREAS, Chromalloy has likewise and does hereby ratify that it retains the use and ownership of that certain radio tower situated on leased property except that it shall permit DSI to use said radio tower on the terms and conditions hereinafter set forth.

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NOW, THEREFORE, the parties do wish to further stipulate and agree as follows:

## I.

The subject radio tower and all pertinent parts, frequencies, equipment, guylines, anchors, buildings, shed and the like shall be owned, operated and maintained solely by Chromalloy with the right to remove all of said property at Chromalloy's option.

## II.

Chromalloy shall keep and maintain the same frequency or frequencies which now exist and which it now owns, to the fullest extent permitted by law and Federal Communications Commission (FCC) regulations.

## III.

In consideration for the use of said radio tower, DSI shall permit certain guylines, anchors, shed or similar equipment of the radio tower to constitute an easement on various of its properties, a description of which said easement is set forth in Exhibits "A" and "B", attached hereto and made a part hereof.

## IV.

The parties hereto agree to use their best efforts in coordinating the use and enjoyment of the radio tower, it being understood, however, that all ultimate decisions concerning use, operation, maintenance, frequency and the like shall be the decision of Chromalloy; provided that the usage

*[Handwritten signatures and initials]*

and space rights of DSI shall be second in priority only to the usage and space requirements of Chromalloy for its company use.

## V.

DSI shall have the same right to use any substitute radio tower constructed in the place and stead of the existing radio tower except that if, for some reason, Chromalloy elects to no longer operate the present radio tower, it is understood that it has no obligation to do so regarding DSI's use thereof.

## VI.

The parties recognize the fact that Chromalloy is presently leasing space to other companies on the subject tower and shall continue to do so and shall continue to collect the rentals therefrom.

## VII.

Chromalloy agrees to make available to DSI the joint use of (1) frequency for one (1) year from the date of this Agreement. At the end of that period, DSI agrees that it shall obtain its own frequency and shall in no way use, or interfere with, the frequency or frequencies owned, operated and retained by Chromalloy.

## VIII.

It is also recognized by the parties that there presently exists a right-of-way and servitude for a certain telephone cable extending to the subject tower. It is

agreed that an additional line shall be located in the general vicinity of the existing line and the parties agree to use their best efforts and to act in good faith in reaching an agreement as to the location of the new right-of-way and servitude and, if requested by either party, the parties hereto shall amend this agreement to so reflect. The cost of this additional telephone line shall be at Chromalloy's sole expense.

## IX.

DSI does further give and grant to Chromalloy the full right of ingress and egress to use and operate the subject tower and pertinent parts and equipment thereof.

## X.

DSI reserves the right to reasonably require that Chromalloy move existing guylines to a substitute area to be furnished by DSI. If Chromalloy is so requested to move the guylines' locations, the move shall be at the sole expense of DSI. DSI shall at all times allow sufficient space and sufficient guyline protection and support.

## XI.

The foregoing use and rights of ingress and egress shall be for a period of ten (10) years from the date of this Agreement, at which time title to the radio tower, guylines, and related equipment, except the frequency or frequencies retained by Chromalloy herein, shall belong solely to DSI, without cost, and Chromalloy shall have no further rights, duties or liabilities therefor. If, at any time within the

-4-

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ten (10) years, Chromalloy abandons its usage of the radio tower, then title shall immediately pass to DSI pursuant to the provisions of this paragraph.

## XII.

The parties hereto agree that the within agreement is ancillary to a purchase agreement and sale and transfer of assets and liabilities consummated between the parties and as such the said parties agree that no additional consideration is needed or required to bind the parties hereto, the said consideration having been given by DSI to Chromalloy who acknowledges receipt thereof. The parties further agree that should the within agreement fail or should the parties otherwise disagree, arbitrate or litigate over the within agreement, such action shall not void, alter, modify or rescind the sale and transfer of assets and liabilities entered into by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

(SEAL)

CHROMALLOY AMERICAN CORPORATION

ATTEST:

BY: TITLE: EXECUTIVE VICE PRESIDENT

Secretary

DELTA SERVICES INDUSTRIES ..

WITNESS:

BY: TITLE: Chief Executive  
Joint Venture

-5-

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STATE OF LOUISIANA  
PARISH OF ORLEANS

On this 14th day of September, 1980, before me appeared Leon H. Toups, to me personally known, who, being by me duly sworn, did say that he is the Chief Executive of Delta Services Industries, a Joint Venture under the laws of Louisiana, and that as such officer and on behalf of such Joint Venture, he signed and executed the foregoing instrument, by authority of the Partners of said Joint Venture, and said appearer acknowledged said instrument to be the free act and deed of said Joint Venture, for the purposes and considerations therein expressed.

IN TESTIMONY WHEREOF, said appearer has executed this acknowledgment, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

*Alvin D. [Signature]*

*Leon H. Toups*

*Judith A. Mullis*

*Richard A. [Signature]*  
NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF ORLEANS

On this 14th day of September, 1980, before me appeared Thomas E. Monroe, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of Chromalloy American Corporation, a corporation, and that as such officer and on behalf of such corporation, he signed and executed the foregoing instrument, by authority of the Board of Directors of said corporation, and said appearer acknowledged said instrument to be the free act and deed of said corporation, for the purposes and considerations therein expressed.

IN TESTIMONY WHEREOF, said appearer has executed this acknowledgment, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Judith A. MullisThomas E. MonroeSymon M. Bradford

Richard A. Zuercher, Jr.  
NOTARY PUBLIC

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D00995

DESCRIPTION OF PROPOSED  
 RADIO TOWER, ANCHOR WIRES & TELEPHONE EASEMENT  
 ACROSS PROPERTY OF DELTA SERVICES INDUSTRIES,  
 DR. S. ERNEST ELLENDER & A. ST. MARTIN COMPANY, LTD.  
 LOCATED IN SECTION 101, T17S-R17E,  
 TERREBONNE PARISH, LOUISIANA

COMMENCING at the conventional northwest corner of Section 12, T17S-R17E marked "Z" on the attached plat; thence N 60°17'14" E a distance of 151.93 feet to the point of beginning marked point "30";

THENCE, along the perimeter of the proposed easement the following courses:

S 83°55'49" W a distance of 205.75 feet;  
 S 53°43'45" W a distance of 34.02 feet;  
 S 24°48'26" W a distance of 197.49 feet;  
 N 65°11'34" W a distance of 10.00 feet;  
 N 24°48'26" E a distance of 203.59 feet;  
 N 36°16'15" W a distance of 6.30 feet;  
 N 53°43'45" E a distance of 12.05 feet;  
 N 35°34'02" W a distance of 203.69 feet;  
 N 52°46'35" E a distance of 16.18 feet;  
 S 36°13'33" E a distance of 9.65 feet;  
 S 35°34'02" E a distance of 197.70 feet;  
 N 83°55'49" E a distance of 217.62 feet;

THENCE, S 6°04'11" E a distance of 10.00 feet to the point of beginning and containing an area of 0.1835 acres, more or less.

The above described radio tower, anchor wires and telephone easement is more fully shown on a plat prepared by T. Baker Smith & Son, Inc., titled, "Delta Services Industries Survey of Right-of-way in Sections 12 & 101, T17S-R17E, Terrebonne Parish, Louisiana", dated August 7, 1980.

FILED IN RECORD  
 PARISH OF  
 TERREBONNE, LA.

SEP 15 2 08 PM '80

*Nancy J. Brindley*  
 DEPUTY CLERK OF COURT

539

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D00996

Part of Entry Number 633162 , being an Attached Plat  
has been removed from the Original Acts and placed in  
Map Volume 51 Folio 49 Map Number 5747  
Date of Recordation September 15, 1980

Recorded in Conveyance Book 807 Folio 532

Map Description : Delta Services Industries Survey of  
Right-of-Way in Sections 12 & 101,  
T17S-R17E Terrebonne Parish La.

Act Description : Radio Tower Agreement/Chromalloy American Corp.  
& Delta Services Industries



633161


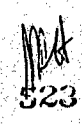

JOINT USE OF COMPANY CANAL AGREEMENT

THIS AGREEMENT is made this 31st day of August, 1980 by and between Chromalloy American Corporation, Delaware corporation with its principal offices located at 120 South Central Avenue, St. Louis, Missouri 63105 (hereinafter referred to as "Chromalloy") and Delta Services Industries, an unincorporated joint venture orgainzed under the laws of the State of Louisiana with principal offices at 202 Industrial Blvd., Houma, Louisiana, (hereinafter referred to as "DSI").

## WITNESSETH:

WHEREAS, Chromalloy and DSI have entered into a purchase agreement to be consummated by the sale and transfer of certain assets by Chromalloy to DSI including fee ownership and leasehold interest in Terrebonne Parish, Louisiana, and

WHEREAS, a portion of the fee ownership and/or leasehold interest is affected by a certain existing slip referred to hereinafter as Company Canal, which canal runs generally north and south through a tract of land which is the subject of a portion of the assets transferred by Chromalloy to DSI and which is more fully depicted on Exhibit "A" attached hereto and made a part hereof, and

    
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WHEREAS, Chromalloy has retained certain other properties near or adjacent to said slip which are owned and/or operated by divisions of Chromalloy, namely, Arnold and Clarke, Gemoco and Delta Mud & Chemical Company, and,

WHEREAS, said divisions will require from time to time the use of the said Company Canal as will the various divisions of DSI, and,

WHEREAS, the parties have agreed to jointly use the said Company Canal in the particulars hereinafter set forth.

NOW THEREFORE, the parties hereto do covenant, stipulate, contract and agree as follows:

I.

Chromalloy and DSI and their respective agents, servants, customers and employees shall each have the right to use the said Company Canal to the fullest extent that said canal has been used in the past including but not limited to the right to tie off vessels at various mooring points located along said canal as set out hereinafer.

II.

Each party agrees to act in good faith and use its best efforts not to interfere with the others use and enjoyment of the said Company Canal.

III.

In the event DSI and Chromalloy should reach an impasse regarding the joint use of the said Company Canal, then a

*[Handwritten signatures and initials]*  
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Board of Arbitrators shall be impaneled at Houma, Louisiana to solve the problem but in no event shall either party be permanently prevented from using the said canal. One arbitrator shall be selected by Chromalloy, one by DSI and the third by the two arbitrators selected, and the majority ruling of the said arbitrators shall be final and binding on the parties hereto.

## IV.

In the event either party desires to dredge the Company Canal or any part thereof, then the party so desiring to dredge shall be solely responsible for the cost of dredging.

## V.

DSI grants to Chromalloy its successors and assigns the right to use the said Company Canal to the fullest extent possible. This grant of right does not include any right to the use of the banks of said canal except as specifically set out herein.

## VI.

The within joint use shall not vest in Chromalloy any right, title or interest in and to any minerals or mineral rights owned or to be acquired by DSI.

## VII.

Furthermore, Chromalloy shall have the right to extend the subject Company Canal to and/or through the Gemoco tract

described in Exhibit "A" attached hereto and made a part hereof.

The foregoing extension shall be at the sole cost and expense of Chromalloy and shall not interfere with DSI's use of the existing Company Canal.

VIII.

It is agreed by the parties that the width of the Company Canal shall remain substantially the same except for the very northerly most portion which, if it is extended by Chromalloy, would be extended along a prolongation of the existing lines of the canal.

IX.

In the event the canal is extended by Chromalloy to and/or through the Gemoco tract, Chromalloy agrees to share the cost of sheetmetal type of bulkheading that portion of the extension, if any, presently along the Heldenbrand property but not to exceed two hundred (200) feet.

X.

In the event of a sale or transfer by either Seller or Buyer of its ownership or interest in the property, companies or divisions which are the subject of this agreement, the rights and liabilities herein acquired by both parties shall be assigned, sold and transferred.

-4-

*[Handwritten signatures]*  
526

## XI.

Each party agrees to be responsible for its own negligence and for the negligence of its own agents, servants, employees and customers and each agrees to hold the other harmless against all loss or damage arising out of the acts of said parties regarding the use of the said Company Canal.

## XII.

DSI agrees that Chromalloy, its employees, agents, suppliers, vendors and customers can use any and all moorings along said Company Canal, subject to DSI's prior use or right to bump Chromalloy from any of its moorings, for a one (1) year period from the date of this Agreement. Said one (1) year period shall automatically be renewed for another one (1) year period unless Chromalloy receives notice from DSI to the contrary prior to the expiration of the initial one (1) year period.

## XIII.

The parties hereto agree that the within agreement is ancillary to a purchase agreement and sale and transfer of assets and liabilities consummated between the parties and as such the said parties agree that no additional consideration is needed or required to bind the parties hereto, the said consideration having been given by DSI to Chromalloy who acknowledges receipt thereof. The parties further agree that should the within agreement fail or should the parties otherwise disagree, arbitrate or litigate over the within

agreement, such action shall not void, alter, modify or rescind the sale and transfer of assets and liabilities entered into by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

(SEAL)

ATTEST:

[Signature]  
Secretary

CHROMALLOY AMERICAN CORPORATION

BY: [Signature]

TITLE: EXECUTIVE VICE PRESIDENT

WITNESS:

[Signature]

DELTA SERVICES INDUSTRIES

BY: [Signature]

TITLE: Chief Executive

JOINT VENTURE

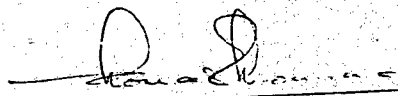
STATE OF LOUISIANA

PARISH OF ORLEANS

On this 14th day of September, 1980, before me appeared Thomas E. Monroe, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of Chromalloy American Corporation, a corporation, and that as such officer and on behalf of such corporation, he signed and executed the foregoing instrument, by authority of the Board of Directors of said corporation, and said appearer acknowledged said instrument to be the free act and deed of said corporation, for the purposes and considerations therein expressed.

IN TESTIMONY WHEREOF, said appearer has executed this acknowledgment, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES: -

Lynn BradfordSela M. Kippers

Richard A. Jansen, Jr.  
NOTARY PUBLIC

STATE OF LOUISIANA  
PARISH OF ORLEANS

On this 14th day of September, 1980, before me appeared Leon H. Toups, to me personally known, who, being by me duly sworn, did say that he is the Chief Executive of Delta Services Industries, a Joint Venture under the laws of Louisiana, and that as such officer and on behalf of such Joint Venture, he signed and executed the foregoing instrument, by authority of the Partners of said Joint Venture, and said appearer acknowledged said instrument to be the free act and deed of said Joint Venture, for the purposes and considerations therein expressed.

IN TESTIMONY WHEREOF, said appearer has executed this acknowledgment, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

*[Signature]*  
*[Signature]*

*Leon H. Toups*

*Richard A. Gray, Jr.*  
NOTARY PUBLIC

FILED IN RECORDS  
PARISH OF  
TERREBORE, LA.

SEP 15 2 05 PM '80

*Nancy Pondreary*  
DEPUTY CLERK OF COURT



Part of Entry Number 633161 , being an Attached Plat  
has been removed from the Original Acts and placed in

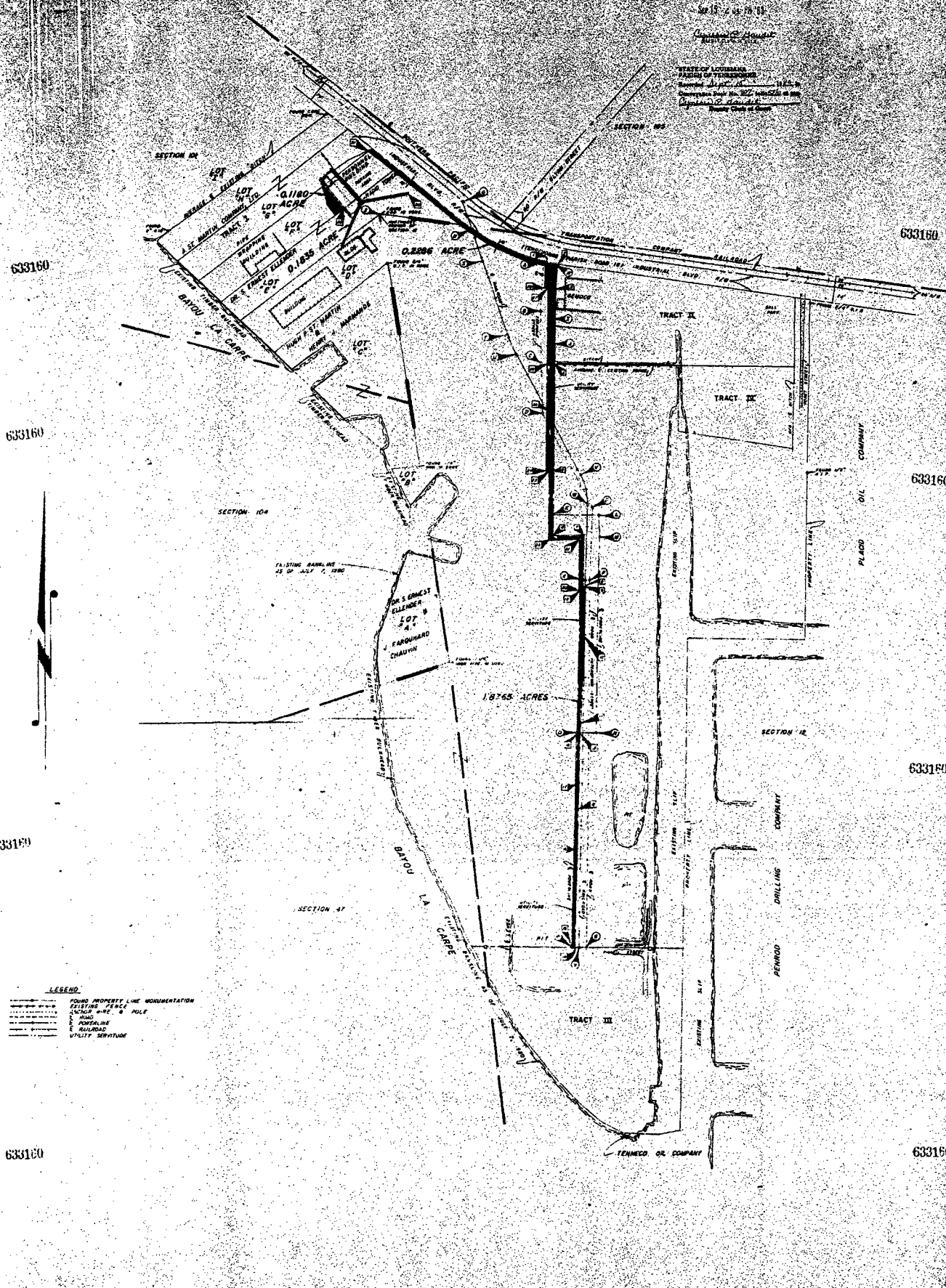
Map Volume 51 Folio 48 Map Number 5746

Date of Recordation September 15, 1980

Recorded in Conveyance Book 807 Folio 523

Map Description : Delta Services Industries Survey of  
Right-of-Way in Sections 12 & 101,  
T17S-R17E Terrebonne Parish La.

Act Description : Canal Agreement/ Chromalloy American Corp.  
& Delta Services Industries



568

D00998

DRAINAGE  
SERVITUDE AGREEMENT

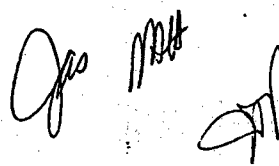
THIS AGREEMENT is made this 31st day of August, 1980 by and between Chromalloy American Corporation, a Delaware Corporation with its principal offices located at 120 South Central Avenue, St. Louis, Missouri 63105 (hereinafter referred to as "Chromalloy") and Delta Services Industries, an unincorporated joint venture organized under the laws of the State of Louisiana with principal offices at 202 Industrial Boulevard, Houma, Louisiana (hereinafter referred to as "DSI").

WITNESSETH:

WHEREAS, Chromalloy and DSI have entered into a purchase agreement and a sale and transfer agreement of certain assets of Chromalloy including real estate, and

WHEREAS, as will appear from Exhibit "A" attached hereto and made a part hereof, Chromalloy and DSI will own properties in fee ownership or leasehold interest which are adjacent or in some way intertwined in that out of the foregoing sale, Chromalloy has retained an interest in certain divisions' properties, namely, Arnold & Clarke, Gemoco, and Delta Mud & Chemical Company, and has sold the remaining properties or leasehold interests to DSI which properties were previously contiguous and,

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WHEREAS, the said properties have by their nature and otherwise established a natural pattern and flow of drainage, and,

WHEREAS, it is the intention of the parties hereto to maintain and preserve the said existing drainage patterns and flows.

NOW, THEREFORE, the parties wish to further stipulate and agree as follows:

I.

Neither party will change, alter or impair the existing drainage patterns so as to substantially change or alter the drainage from one property to the other. The intention of the parties is to continue to provide the ability of each and every tract to drain from one property to the other.

II.

Drainage ditches, facilities or conduits which are or will be situated on the respective properties or leasehold interests of DSI and Chromalloy shall be operated and maintained at the party's expense on whose property or leasehold interests the said drainage ditches, facilities or conduits are or will be located.

III.

The within agreement and drainage servitude shall not vest in either party any additional right, title or interest in and to any minerals or mineral rights in, on or under the subject property which either party may not already have.

## IV.

The within agreement shall inure to and be binding on the successors and assigns of the parties hereto it being understood that either party may sell or assign its rights hereunder to any subsequent party who acquires an interest in the property which is the subject of this agreement.

## V.

Should the parties fail to agree as to the nature of the maintenance, existence or upkeep of existing drainage patterns, then the matter will be submitted to arbitration whereupon DSI shall select one arbitrator, Chromalloy shall select one arbitrator and those arbitrators shall select a third arbitrator whereupon by majority vote the three arbitrators shall determine a plan or method to provide adequate drainage.

Furthermore, the foregoing arbitration process shall not prohibit either party from presenting its case or grievance in a court of law once the arbitration process is completed.

## VI.

The parties hereto agree that the within agreement is ancillary to a purchase agreement and sale and transfer of assets and liabilities consummated between the parties and as such the said parties agree that no additional consideration is needed or required to bind the parties hereto, the said consideration having been given by DSI to Chromalloy who acknowledges receipt thereof. The parties further agree that should the within agreement fail or should the parties otherwise disagree,

arbitrate or litigate over the within agreement, such action shall not void, alter, modify or rescind the sale and transfer of assets and liabilities entered into by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

(SEAL)

CHROMALLOY AMERICAN CORPORATION

Attest:

By: *[Signature]*

Title: EXECUTIVE VICE PRESIDENT

*Asst.* Secretary *[Signature]*

DELTA SERVICES INDUSTRIES

Witness:

By: *Lem W. Long*

Title: Chief Executive  
Joint Venture

*Michael P. [Signature]*

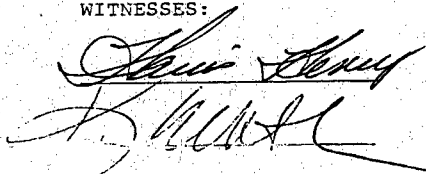
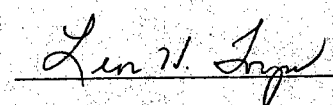
STATE OF LOUISIANA

PARISH OF ORLEANS

On this 14th day of September, 1980, before me appeared Leon H. Toups, to me personally known, who, being by me duly sworn, did say that he is the Chief Executive of Delta Services Industries, a Joint Venture under the laws of Louisiana, and that as such officer and on behalf of such Joint Venture, he signed and executed the foregoing instrument, by authority of the Partners of said Joint Venture, and said appearer acknowledged said instrument to be the free act and deed of said Joint Venture, for the purposes and considerations therein expressed.

IN TESTIMONY WHEREOF, said appearer has executed this acknowledgment, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

  
NOTARY PUBLIC

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STATE OF LOUISIANA

PARISH OF ORLEANS

On this 14th day of September, 1980, before me appeared Thomas E. Monroe, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of Chromalloy American Corporation, a corporation, and that as such officer and on behalf of such corporation, he signed and executed the foregoing instrument, by authority of the Board of Directors of said corporation, and said appearer acknowledged said instrument to be the free act and deed of said corporation, for the purposes and considerations therein expressed.

IN TESTIMONY WHEREOF, said appearer has executed this acknowledgment, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Lynn Bradford

Sara M. Kippis

Richard A. Inagy, Jr.  
NOTARY PUBLIC

FILED FOR RECORD  
PARISH OF  
TERREBONNE, LA.

SEP 15 2 05 PM '80

Nancy A. Bourgeois  
DEPUTY CLERK OF COURT

521

Part of Entry Number 633160 , being an Attached Plat

has been removed from the Original Acts and placed in

Map Volume 51 Folio 47 Map Number 5745

Date of Recordation September 15, 1980

Recorded in Conveyance Book 807 Folio 516

Map Description :Delta Services Industries Survey of  
Right-of-Way in Sections 12 & 101,  
T17S-R17E Terrebonne Parish La.

Act Description :Drainage Agreement/ Chromalloy American Corp.  
& Delta Services Industries



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D01008

SERVITUDE OF WAY  
FOR PRIVATE ROADS

633159

THIS AGREEMENT is made this 31st day of August, 1980  
by and between Chromalloy American Corporation, a Delaware  
corporation with its principal offices located at 120 South  
Central Avenue, St. Louis, Missouri 63105 (hereinafter  
referred to as "Chromalloy") and Delta Service Industries,  
an unincorporated joint venture organized under the laws of  
the State of Louisiana with principal offices at 202 Indus-  
trial Blvd., Houma, Louisiana (hereinafter referred to as  
"DSI").

WITNESSETH:

WHEREAS, Chromalloy and DSI have entered into a  
purchase agreement and a sale and transfer of certain assets  
including real estate, and

WHEREAS, a part of said real estate consists of  
private streets and roads running through an industrial  
complex heretofore owned by Chromalloy, and

WHEREAS, Chromalloy has retained the ownership of  
certain of its divisions namely, Arnold and Clark, Gemoco  
and Delta Mud & Chemical Company, either in fee ownership or  
leasehold interest which property is adjacent to or inter-  
mingled with other properties sold by Chromalloy to DSI, and

WHEREAS, Chromalloy, its divisions, employees, agents,  
servants, customers and others have over the years used and

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*Joe Malt*  
*JAD*

enjoyed these various roads and wish to continue using and enjoying these various roads throughout the industrial complex, and

WHEREAS, DSI is agreeable to granting a perpetual servitude to and in favor of Chromalloy for the use and enjoyment of said roads.

NOW, THEREFORE, the parties wish to agree and stipulate as follows:

I.

DSI does hereby give and grant to Chromalloy, its successors and assigns, a servitude and right-of-way over and across Zerangue Road, Hutcherson Street and Foret Street, which streets are more fully described in Exhibits "A" and "B" attached hereto and made part hereof.

II.

It is further understood that Pinell Road is situated on property owned by Arnold and Clarke, division of Chromalloy, and as such Chromalloy gives and grants to DSI the same right-of-way and servitude rights concerning the use and enjoyment of Pinell Road with full rights of ingress and egress to the Company Canal.

III.

The parties further agree to the joint use of said roads and streets for the use and benefit of themselves, their agents, servants and employees and agree not to interfere with or obstruct the use thereof by the respective parties hereto.

## IV.

DSI shall have the primary obligation of providing the maintenance and upkeep for the subject roads provided that should it fail or refuse to so maintain the roads, Chromalloy may do so. The cost of the maintenance and upkeep shall be based on the following summary:

## A. Zerangue Road -

Chromalloy shall pay forty (40) percent of the total cost of maintenance upon presentation of documentation by DSI. DSI shall pay sixty (60) percent.

## B. Hutcherson Street -

Chromalloy shall pay forty (40) percent of the total cost of maintenance upon presentation of documentation by DSI. DSI shall pay sixty (60) percent.

## C. Foret Street -

DSI shall pay any and all costs of maintenance and Chromalloy shall not be liable for any maintenance costs.

## D. Pinell Road -

Chromalloy shall pay any and all costs of maintenance and DSI shall not be liable for any maintenance costs.

## V.

In the event any of the foregoing roads due to valid business considerations are moved or altered in some material respect, the parties hereto agree to execute all necessary substitute documents allowing full ingress and egress at some substitute point or points so as to fulfill the intent of this agreement.

*[Handwritten signatures and initials]*

## VI.

The servitude and right-of-way herein granted shall not vest in either party any right, title or interest in, or fee ownership to any minerals or mineral rights which said party does not already have or may acquire.

## VII.

The within rights may be assigned and transferred by Chromalloy and DSI to their respective successors and assigns.

## VIII.

In the event the parties reach in impasse concerning the joint use and/or maintenance of the subject roads, the matter will be submitted to arbitration whereby Chromalloy shall select one arbitrator, DSI shall select one arbitrator and the two arbitrators shall select a third whose majority decision shall be binding on both parties hereto. It is specifically understood, however, that maintenance of the existing roads does not mean re-construction of same. It is understood that the roads are now shell, gravel, limestone or some similar such surface and that any paving, black-topping or hard-surfacing (except as may be required by duly constituted governmental authority) of same shall be a matter which must be agreed upon by both parties, without arbitration, before any one party can be compelled to share the cost of said paving, black-topping or hard-surfacing by the other. It being further understood, however, that the party so wishing to pave, black-top or hard-surface may do so at its own expense, provided this work does not materially impair the operations of any division of any party.





Furthermore, the foregoing arbitration process shall not prohibit either party from presenting its case or grievance in a court of law once the arbitration process is completed.

## IX.

The parties further agree to meet annually and adjust, if necessary, the percentages allocated to each party for maintenance in the event of a material increase or decrease in usage by either party.

## X.

The parties hereto agree that the within agreement is ancillary to a purchase agreement and sale and transfer of assets and liabilities consummated between the parties and as such the said parties agree that no additional consideration is needed or required to bind the parties hereto, the said consideration having been given by DSI to Chromalloy who acknowledges receipt thereof. The parties further agree that should the within agreement fail or should the parties otherwise disagree, arbitrate or litigate over the within agreement, such action shall not void, alter, modify, or rescind the sale and transfer of assets and liabilities entered into by the parties hereto.

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IN WITNESS WHEREOF, the parties have executed this  
agreement as of the day and year first above written.

(SEAL)

ATTEST:

*[Signature]*  
Asst Secretary

CHROMALLOY AMERICAN CORPORATION

BY: *[Signature]*

TITLE: EXECUTIVE VICE PRESIDENT

DELTA SERVICES INDUSTRIES

WITNESS:

*Michael P. Turley*

BY: *Leon W. Lopez*

TITLE: Chief Executive  
Joint Venture

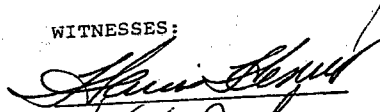
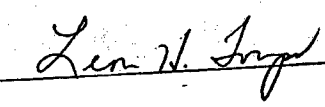
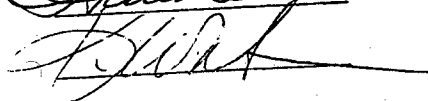
511

STATE OF LOUISIANA  
PARISH OF ORLEANS

On this 14th day of September, 1980, before me appeared Leon H. Toups, to me personally known, who, being by me duly sworn, did say that he is the Chief Executive of Delta Services Industries, a Joint Venture under the laws of Louisiana, and that as such officer and on behalf of such Joint Venture, he signed and executed the foregoing instrument, by authority of the Partners of said Joint Venture, and said appearer acknowledged said instrument to be the free act and deed of said Joint Venture, for the purposes and considerations therein expressed.

IN TESTIMONY WHEREOF, said appearer has executed this acknowledgment, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

  
NOTARY PUBLIC

STATE OF LOUISIANA  
PARISH OF ORLEANS

On this 14th day of September, 1980, before me appeared Thomas E. Monroe, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of Chromalloy American Corporation, a corporation, and that as such officer and on behalf of such corporation, he signed and executed the foregoing instrument, by authority of the Board of Directors of said corporation, and said appearer acknowledged said instrument to be the free act and deed of said corporation, for the purposes and considerations therein expressed.

IN TESTIMONY WHEREOF, said appearer has executed this acknowledgment, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Lynn Bradford

[Signature]

Sela M. Kippers

Richard A. Fraser, Jr.  
NOTARY PUBLIC

FILED FOR RECORD  
PARISH OF  
TERREBORNE, LA.

SEP 15 2 03 PM '80

DEPUTY CLERK OF COURT

Part of Entry Number 633159 , being an Attached Plat  
has been removed from the Original Acts and placed in

Map Volume 51 Folio 46 Map Number 5744

Date of Recordation September 15, 1980

Recorded in Conveyance Book 807 Folio 506

Map Description : Delta Services Industries Survey of  
Right-of-Way in Sections 12 & 101,  
T17S-R17E Terrebonne Parish La.

Act Description : R/W/ Chromalloy American Corp. &  
Delta Services Industries

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D01025

633159

5/11/16  
D01016

633158

UTILITY EASEMENT AGREEMENT

THIS AGREEMENT is made this 31st day of August, 1980 by and between Chromalloy American Corporation, a Delaware corporation with its principal offices located at 120 South Central Avenue, St. Louis, Missouri 63105 (hereinafter referred to as "Chromalloy") and Delta Services Industries, an unincorporated joint venture organized under the laws of the State of Louisiana with principal offices at 202 Industrial Blvd., Houma, Louisiana, (hereinafter referred to as "DSI").

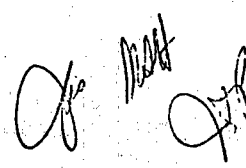
WHEREAS, Chromalloy and DSI have entered into a purchase agreement and a sale and transfer of certain assets including real estate and leasehold interests in Terrebonne Parish, Louisiana, and

WHEREAS, heretofore, Chromalloy operated an industrial complex through various of its divisions and,

WHEREAS, said Chromalloy has now divided the original industrial complex but retains the ownership of certain divisions and certain real estate and leasehold interests thereto including, Gemoco, Arnold and Clarke and Delta Mud & Chemical Company, and,

WHEREAS, there has existed for many years and there presently exists various utility lines and servitudes including but not necessarily limited to water lines, gas lines, electric lines, and telephone lines and

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Handwritten signatures and initials, including a large 'J' and 'DSI'.



WHEREAS, it is the intention of the parties that all divisions of all parties hereto continue to receive the same or substantially the same utility service which now exists and,

WHEREAS, the parties have caused a survey and description to be prepared of the utilities, marked Exhibits "A", "B", "C" and "D" attached hereto and made a part hereof, and,

WHEREAS, Chromalloy would not have sold various of its real estate and leasehold interests without being assured in this agreement and as a part of the original consideration for the said sale and transfer of assets that its remaining divisions would continue to be served by all existing utilities.

NOW THEREFORE, the parties do wish to further agree, stipulate and contract as follows:

I.

Chromalloy has transferred or retained the ownership in fee title or leasehold interest in and to all properties which heretofore was burdened by various utility lines including water lines, gas lines, electric lines and telephone lines.

II.

So that Chromalloy and DSI can continue to receive the utility service they have enjoyed in past years, Chromalloy and DSI do hereby give and grant to and unto each other a

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D01028

utility easement and right-of-way hereinafter referred to as "Utility Easement".

III.

It is understood that within the existing utility easement there are water lines, gas lines, telephone lines and both overhead and underground electrical lines, and that no utility other than presently located within the utility easement can be placed with the easement without the written consent of both parties, which consent shall not be unreasonably withheld by either party hereto.

IV.

Chromalloy shall have the right to install whatever meters are required so as to obtain adequate utility services and in the event that a certain meter or meters of Chromalloy cannot be read and billed separately, then and in that event, the parties shall jointly read the subject meter and DSI shall bill Chromalloy for that utility which Chromalloy uses. In turn, DSI shall pay the utility company all charges which it collects from Chromalloy together with its own charges.

V.

It is contemplated that the utility easement more fully described and attached hereto provides for mutual cooperation for access to perform maintenance and/or repairs.

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D01029

## VI.

It is further agreed that any break or interruption or damage to any utility line or appurtenance shall be repaired by the responsible party or by the property owner on whose property the break or damage occurs. It is further agreed that neither party shall be liable to the other for business interruption or loss of business if caused by the negligence of said party, its agents or employees; however, said party shall be liable to the other for expected and intended damages for said interruption or loss of business only if caused by its agents or employees acting within the course and scope of their agency or employment.

## VII.

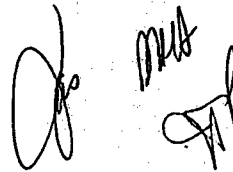
Within one (1) year from the date of this Agreement, Chromalloy agrees to provide its own water line or lines to Arnold and Clarke within said easement and to be solely responsible for the cost of construction of said line or lines. Chromalloy agrees to attempt to cause the least possible disruption to DSI's business during any construction period.

## VIII.

In the event any utility easement must be altered, modified, changed or re-located, both parties agree to execute any substitute agreements or amendments hereto as may be required.

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Handwritten signatures and initials, including a large signature and the word 'MUS' above some initials.

## IX.

In the event the parties hereto cannot agree on the use, maintenance, location or similar factors regarding the within utility easement and the use of utility servitudes and utilities in general by Chromalloy and DSI, then and in that event the matter shall be submitted to arbitration whereby Chromalloy shall select one arbitrator, DSI shall select one arbitrator and the two arbitrators shall select a third arbitrator whose majority decision shall be binding on the parties.

Furthermore, the foregoing arbitration process shall not prohibit either party from presenting its case or grievance in a court of law once the arbitration process is completed.

## X.

In the event that Chromalloy installs any additional overhead electrical lines, said additional lines shall be placed on the presently existing poles or structures, or any replacements, and shall not be installed below the height of the presently existing lines; it being the intention of the parties that there shall be a minimum clearance under the electrical lines.

The parties further agree that DSI alone shall have the right to move or replace poles but DSI shall not disrupt service to Chromalloy.

## XI.

The parties hereto agree that the within agreement is ancillary to a purchase agreement and sale and transfer of assets and liabilities consummated between the parties and as such the said parties agree that no additional consideration is needed or required to bind the parties hereto, the said consideration having been given by Delta Services Industries to Chromalloy American Corporation who acknowledges receipt thereof. The parties further agree that should the within agreement fail or should the parties otherwise disagree, arbitrate or litigate over the within agreement, such action shall not void, alter, modify or rescind the sale and transfer of assets and liabilities entered into by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

(SEAL)

CHROMALLOY AMERICAN CORPORATION

ATTEST:

BY: TITLE: EXECUTIVE VICE PRESIDENT

Asst. Secretary

WITNESS:

DELTA SERVICES INDUSTRIES

BY: TITLE: Chief Executive

JOINT VENTURE

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STATE OF LOUISIANA

PARISH OF ORLEANS

On this 14th day of September, 1980, before me appeared Thomas E. Monroe, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of Chromalloy American Corporation, a corporation, and that as such officer and on behalf of such corporation, he signed and executed the foregoing instrument, by authority of the Board of Directors of said corporation, and said appearer acknowledged said instrument to be the free act and deed of said corporation, for the purposes and considerations therein expressed.

IN TESTIMONY WHEREOF, said appearer has executed this acknowledgment, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Lynn BradfordSala M. Kippers

Richard A. Snaser, III  
NOTARY PUBLIC

499

STATE OF LOUISIANA

PARISH OF ORLEANS

On this 14th day of September, 1980, before me appeared Leon H. Toups, to me personally known, who, being by me duly sworn, did say that he is the Chief Executive of Delta Services Industries, a Joint Venture under the laws of Louisiana, and that as such officer and on behalf of such Joint Venture, he signed and executed the foregoing instrument, by authority of the Partners of said Joint Venture, and said appearer acknowledged said instrument to be the free act and deed of said Joint Venture, for the purposes and considerations therein expressed.

IN TESTIMONY WHEREOF, said appearer has executed this acknowledgment, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

*Therese Stacey*  
*John M. With*

*Leon H. Toups*

*Richard A. Inas, Jr.*  
NOTARY PUBLIC

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DESCRIPTION OF PROPOSED 1.8765 ACRE UTILITY EASEMENT  
ON PROPERTY OF DELTA SERVICES INDUSTRIES  
AND CHROMALLOY AMERICAN CORPORATION  
LOCATED IN SECTION 12, T17S-R17E,  
TERREBONNE PARISH, LOUISIANA

COMMENCING at the conventional northwest corner of Section 12, T17S-R17E, marked "2" on the attached plat; thence, S 73°56'40" E a distance of 816.23 feet to a point on Industrial Blvd. southerly right-of-way; said point being the point of beginning and marked "1" on the attached plat;

THENCE, along said southerly right-of-way line along a curve to the left having a central angle of 2°54'47", a radius of 1,115.68 feet, a chord bearing of S 77°12'58" E and a chord distance of 56.72 feet to a point marked "2";

THENCE, along the perimeter of the proposed utility easement the following courses:

S 4°01'52" W a distance of 115.26 feet to point "3";  
S 1°44'10" W a distance of 357.62 feet to point "4";  
S 1°05'32" W a distance of 484.44 feet to point "5";  
S 0°59'31" W a distance of 302.14 feet to point "6";  
N 89°16'48" E a distance of 146.30 feet to point "7";  
S 0°46'22" W a distance of 241.17 feet to point "8";  
S 89°13'38" E a distance of 9.61 feet to point "9";  
S 1°36'17" W a distance of 234.93 feet to point "10";  
S 2°39'49" W a distance of 422.81 feet to point "11";  
S 4°41'32" W a distance of 38.97 feet to point "12";  
S 1°56'05" W a distance of 361.00 feet to point "13";

THENCE, S 1°09'12" W a distance of 625.98 feet to a point on Delta Services Industries southerly property line marked "14";

THENCE, N 89°29'27" W along Delta Services Industries southerly property line a distance of 15.00 feet to a point marked "15";

THENCE, along the perimeter of the proposed utility easement the following courses:

N 1°39'00" E a distance of 444.62 feet to point "16";  
N 1°06'54" E a distance of 303.84 feet to point "17";  
N 1°42'53" E a distance of 240.21 feet to point "18";  
N 1°24'13" E a distance of 674.77 feet to point "19";  
N 89°13'38" W a distance of 4.51 feet to point "20";

*[Handwritten signature]*  
501 *[Handwritten signature]*

Exhibit "B"



Page 2

N 0°46'22" E a distance of 241.28 feet to point "21";  
S 89°16'48" W a distance of 149.57 feet to point "22";  
N 1°08'20" E a distance of 317.53 feet to point "23";  
N 88°00'07" W a distance of 13.21 feet to point "24";  
N 0°48'51" E a distance of 282.41 feet to point "25";  
N 1°27'56" E a distance of 206.97 feet to point "26";  
N 1°44'10" E a distance of 357.23 feet to point "27";  
N 85°58'08" W a distance of 19.11 feet to point "28";

THENCE, N 4°01'52" E a distance of 125.76 feet to the point of beginning and containing an area of 1.8765 acres, more or less.

The above described utility easement is more fully shown on a plat prepared by T. Baker Smith & Son, Inc., titled, "Delta Services Industries Survey of Right-of-way in Sections 12 & 101, T17S-R17E, Terrebonne Parish, Louisiana", dated August 7, 1980.

*[Handwritten signatures]*  
502

DESCRIPTION OF PROPOSED POWERLINE RIGHT-OF-WAY  
ACROSS PROPERTY OF DELTA SERVICES INDUSTRIES  
LOCATED IN SECTION 12, T17S-R17E,  
TERREBONNE PARISH, LOUISIANA

COMMENCING at the conventional northwest corner of Section 12, T17S-R17E, marked "Z" on the attached plat; thence S  $74^{\circ}06'04''$  E a distance of 861.53 feet to point "H", said point being the point of beginning;

THENCE, along the centerline of the proposed 10' powerline right-of-way the following courses:

S  $5^{\circ}09'47''$  W a distance of 250.15 feet to point "I";

S  $2^{\circ}57'17''$  E a distance of 125.93 feet to point "J";

S  $1^{\circ}10'24''$  W a distance of 790.08 feet to point "K";

S  $88^{\circ}54'53''$  E a distance of 288.86 feet to point "L";

S  $1^{\circ}47'41''$  E a distance of 102.99 feet to point "M";

S  $1^{\circ}26'23''$  W a distance of 924.79 feet to point "N";

N  $86^{\circ}52'23''$  W a distance of 92.32 feet to point "O";

THENCE, S  $1^{\circ}22'20''$  W a distance of 991.86 feet to a point on the southerly property line of Delta Services Industries, marked "P" on the attached plat.

The above described right-of-way is more fully shown on a plat prepared by T. Baker Smith & Son, Inc., titled, "Delta Services Industries Survey of Right-of-way in Sections 12 & 101, T17S-R17E, Terrebonne Parish, Louisiana", dated August 7, 1980.

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Exhibit "C"

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D01037

DESCRIPTION OF PROPOSED 10' TELEPHONE EASEMENT  
ACROSS PROPERTY OF DELTA SERVICES INDUSTRIES,  
DR. S. ERNEST ELLENDER & A. ST. MARTIN COMPANY, LTD.  
LOCATED IN SECTIONS 12 & 101, T17S-R17E,  
TERREBONNE PARISH, LOUISIANA

COMMENCING at the conventional northwest corner of Section 12, T17S-R17E marked "2" on the attached plat; thence N 7°27'30" W a distance of 306.75 feet to a point, said point being the point of beginning marked point "31";

THENCE, N 63°47'49" E a distance of 10.96 feet to a point on Industrial Blvd. southerly right-of-way;

THENCE, S 50°21'00" E along Industrial Blvd. southerly right-of-way a distance of 489.52 feet to a point;

THENCE, along a curve to the left having a central angle of 25°42'23", a radius of 1,115.68 feet, a chord bearing of S 63°12'11" E, a chord distance of 496.37 feet to a point;

THENCE, S 1°01'44" W along Delta Services Industries easterly property line a distance of 10.26 feet to a point;

THENCE, along a curve to the right having a central angle of 25°49'23", a radius of 1,125.68 feet, a chord bearing of N 63°15'41" W, a chord distance of 503.05 feet to a point;

THENCE, N 50°21'00" W a distance of 494.01 feet to the point of beginning and containing an area of 0.2286 acres, more or less.

The above described telephone easement is more fully shown on a plat prepared by T. Baker Smith & Son, Inc., titled, "Delta Services Industries Survey of Right-of-way in Sections 12 & 101, T17S-R17E, Terrebonne Parish, Louisiana", dated August 7, 1980.

FILED FOR RECORD  
PARISH OF  
TERREBONNE, LA.

SEP 15 4 02 PM '80

*Theresa Boudreau*  
DEPUTY CLERK OF COURT

504

Exhibit "D"

504

D01038

Part of Entry Number 633158 , being an Attached Plat

has been removed from the Original Acts and placed in

Map Volume 51 Folio 45 Map Number 5743

Date of Recordation September 15, 1980

Recorded in Conveyance Book 807 Folio 493

Map Description : Delta Services Industries Survey of  
Right-of-Way in Sections 12 & 101,  
T17S-R17E Terrebonne Parish La.

Act Description : Utility Agreement/ Chromalloy American Corp.

& Delta Services Industries

537

D01026

633157

STATE OF LOUISIANA  
PARISH OF TERREBONNE  
Recorded Sept. 15, 1950 in  
County and Book No. 207, Page 40  
By Clerk of Court

633157

633157

633157

## LEGEND

— FOUND PROPERTY LINE MONUMENTATION  
— EXISTING FENCE  
— PROPERTY LINE  
— SET BACK 5' HOLE  
— SET BACK 6' HOLE

CHROMALLOY AMERICAN CORPORATION  
CHROMALLOY NATURAL RESOURCES DIVISION  
SURVEY OF PROPERTY  
IN SECTIONS 12, 47, 101 & 104, TITS-RITE,  
TERREBONNE PARISH, LOUISIANA

T. BAKER SMITH & SON, INC.  
CIVIL ENGINEERS - LAND SURVEYORS  
HOUMA, LOUISIANA  
JULY 14, 1949  
REV. 7/24/50

APPROVED: *Charles M. Camp*

GRAPHIC SCALE IN FEET



633157

STATE OF MISSOURI  
COUNTY OF ST. LOUIS

S A L E

BE IT KNOWN that on this <sup>thirty first</sup> ~~twenty-ninth~~ day of August *LM*  
in the year of Our Lord nineteen hundred and eighty;

BEFORE ME, THE UNDERSIGNED, a Notary Public, duly commissioned  
and qualified in and for the County of St. Louis, State of Missouri,  
and in the presence of MICHAEL R. TURLEY and  
JOHN J. DOWLING III lawful witnesses residing in said  
County,

PERSONALLY CAME AND APPEARED:

CHROMALLOY AMERICAN CORPORATION, a Delaware corporation authorized  
to and doing business in The County of St. Louis, State of Missouri,  
herein represented by its duly authorized representative,  
THOMAS E. MANDRE, by virtue of a resolution of the Board  
of Directors, a copy of which is attached hereto and made a part  
hereof; (hereinafter referred to as VENDOR) who declared that it  
had sold, and by these presents it does sell, cede, transfer,  
convey, abandon and deliver with all the legal warranties, and with  
full substitution and subrogation to all his rights and actions in  
warranty against all preceding owners and vendors to and unto  
DELTA SERVICES INDUSTRIES, (hereinafter referred to as PURCHASER)  
here present, accepting and purchasing for himself, his heirs,  
successors, or assigns and acknowledging due delivery and possession  
thereof, the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE  
PART HEREOF.

This sale is made and accepted subject to the following:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE  
PART HEREOF.

*[Handwritten signatures]*

This sale and transfer is made and accepted for and in consideration of the price and sum of Six Million Eight Hundred Ninty-Eight Thousand Six Hundred Twenty Four DOLLARS, lawful United States Currency, paid cash by the purchaser to the vendor who hereby grants full and final acquittance, receipt and discharge therefor.

The parties dispense with the Certificate of Mortgages required by law, and exonerate me, undersigned officer, from any responsibility therefor.

IN FAITH WHEREOF, the parties, witnesses and I, said Notary, have signed these presents at my office in the County of St. Louis, State of Missouri, on the day and date first above written, after a due reading of the whole.

WITNESSES:

Michael D. Turley

CHROMALLOY AMERICAN CORPORATION

BY

[Signature]  
EXECUTIVE VICE PRESIDENT

DELTA SERVICES INDUSTRIES

[Signature]

BY

Len V. Ingram  
Chief Executive

Michael C. Aufdenspring  
Notary Public

MICHAEL C. AUFDENSPRING  
Notary Public for County of St. Louis  
which adjoins City of St. Louis  
My Commission Expires March 27, 1981

[Signature] [Signature]  
[Signature]



Page 3

The above described tract is more fully shown on a plat prepared by T. Baker Smith & Son, Inc., titled, "Chromalloy American Corporation, Chromalloy Natural Resources Division, Survey of Property in Sections 12, 47, 101 and 104, T17S-R17E, Terrebonne Parish, Louisiana", dated July 16, 1980, revised July 24, 1980, attached hereto and made part hereof.

Together with all buildings and improvements thereon and all rights, ways, servitudes and privileges thereunto belonging or in anywise appertaining.

486

*[Handwritten signatures and initials]*

504

D01043

EXHIBIT "A" to SALE from Chromalloy American Corporation to Delta Services Industries dated \_\_\_\_\_, 1980.

CHROMALLOY AMERICAN CORPORATION  
CHROMALLOY NATURAL RESOURCES DIVISION  
DESCRIPTION OF PROPERTY LOCATED IN  
SECTIONS 12, 47, 101, & 104, T17S-R17E,  
TERREBONNE PARISH, LOUISIANA

COMMENCING at coventional northwest corner of Section 12, T17S-R17E; thence, S 81°57'12" E on and along the section line common to Section 12 and 101, T17S-R17E and the southerly lot line of Lot E of the Subdivision of Lot 198 of Crescent Plantation Subdivision by Joseph Villavaso, dated April 1925, for a distance of 424.82 feet to a point on the southerly right-of-way line of Industrial Boulevard (Terrebonne Parish Road No. 18);

THENCE, on and along the southerly right-of-way line of said Industrial Boulevard on an arc to the left having a central angle of 20°56'53", a radius of 1,115.68 feet, and a distance of 407.90 feet to a point;

THENCE, S 1°01'44" W a distance of 480.22 feet to an intersection with the westerly projection of the average centerline of an existing fence;

THENCE, S 88°59'46" E on and along said average centerline of existing fence and projection thereof a distance of 1,190.43 feet to its intersection with the average centerline of an existing drainage ditch;

THENCE, N 1°10'00" E on and along said average centerline of existing drainage ditch a distance of 328.01 feet to its intersection with the southerly right-of-way line of said Industrial Boulevard;

THENCE, S 82°00'00" E on and along said southerly right-of-way line of said Industrial Boulevard a distance of 65.46 feet to its intersection with the westerly property line of Placid Oil Company;

THENCE, S 1°10'00" W on and along said westerly property line a distance of 1,585.00 feet to a point;

THENCE, N 88°50'00" W on and along Placid Oil Company's northerly property line a distance of 566.17 feet to a point;

THENCE, S 1°10'00" W on and along Placid Oil Company and Penrod Drilling Company's westerly property line a distance of 1,441.64 feet to a point;

THENCE, N 89°29'27" W a distance of 997.85 feet to a point, said point being on the northeasterly bankline of Bayou LaCarpe;

THENCE, N 31°27'33" W on and along said northeasterly bankline a distance of 115.81 feet to a point;

THENCE, N 26°02'03" W on and along said northeasterly bankline a distance of 238.30 feet to a point;

THENCE, N 27°12'39" W on and along said northeasterly bankline a distance of 134.06 feet to a point;

THENCE, N 29°47'19" W on and along said northeasterly bankline of Bayou LaCarpe a distance of 79.21 feet to a point, said point being on the southwesterly edge of an existing bulkhead;

THENCE, N 27°17'13" W on and along said southwesterly edge of bulkhead a distance of 206.42 feet to a point;

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Page 2

THENCE, N 8°37'15" W on and along said southwesterly edge of bulkhead a distance of 521.96 feet to a point;

THENCE, N 4°56'31" W on and along said southwesterly edge of bulkhead a distance of 17.76 feet to a point, said point being on the southerly lot line of Lot "A" of the Subdivision of Lot 198 of Crescent Plantation by Joseph Villavaso, dated April 1925, said point also being on the section line common to Sections 47 and 104, T17S-R17E;

THENCE, N 72°16'47" E on and along said southerly lot line and section line a distance of 350.96 feet to a point, said point being at the southeast corner of said Lot "A" and the section corner common to Sections 12, 47, and 104, T17S-R17E;

THENCE, N 8°29'12" W on and along the easterly line of said Lot "A" and the section line common to Sections 12 and 104, T17S-R17E, a distance of 601.89 feet to a point, said point being at the corner common to Lot "A" and Lot "B" of the said Subdivision of Lot 198 of Crescent Plantation Subdivision;

THENCE, N 89°42'12" W on and along the lot line common to Lot "A" and Lot "B" and the projection thereof a distance of 103.08 feet to its intersection with the southwesterly projection of the average northeasterly bankline of Bayou LaCarpe;

THENCE, N 2°31'54" E on and along the average projection of the northeasterly bankline of Bayou LaCarpe a distance of 133.31 feet to a point;

THENCE, N 24°49'13" W on and along said southwesterly edge of an existing bulkhead a distance of 192.05 feet to a point, said point being on the lot line common to Lots "B" and "C" of said subdivision of Lot 198 of Crescent Plantation Subdivision;

THENCE, N 84°06'18" E along the lot line common to said Lots "B" and "C" a distance of 130.53 feet to a point being on the section line common to Sections 12 and 104, T17S-R17E;

THENCE, N 8°29'12" W on and along said common section line a distance of 962.56 feet to a point, said point being at the corner common to Lot "C" and Lot "D" of said Subdivision of Lot 198 of Crescent Plantation Subdivision;

THENCE, S 52°30'41" W on and along the lot line common to Lot "C" and Lot "D" a distance of 682.15 feet to its intersection with the southwesterly edge of an existing bulkhead;

THENCE, N 47°09'10" W on and along said southwesterly edge of existing bulkhead a distance of 47.34 feet to a point;

THENCE, N 45°14'03" W on and along said southwesterly edge of existing bulkhead a distance of 162.74 feet to a point;

THENCE, N 45°41'22" W on and along said southwesterly edge of bulkhead a distance of 2.32 feet to a point; said point being on the lot line common to Lot "D" and Lot "E" of said Subdivision of Lot 198 of Crescent Plantation Subdivision;

THENCE, N 53°31'31" E on and along the lot line common to Lot "D" and Lot "E" of said Subdivision of Lot 198 of Crescent Plantation Subdivision a distance of 820.98 feet to a point, said point being the point of beginning and containing an area of 110.2759 acres, more or less.

## EXHIBIT "B"

to SALE from Chromalloy American Corporation  
to Delta Services Industries  
dated \_\_\_\_\_, 1980

1. Reservation of minerals by Nellie Bond, Alice Bond and Wellman Bond in sale to Water Works District No. 1 dated September 16, 1953, of record under Entry No. 124486 in COB 201, folio 357, of the records of Terrebonne Parish, Louisiana; said reservation contains a release of surface. (9 acres Section 47, T 17S, R 17E)
2. Reservation of minerals by South Coast Corporation in sale of 26.22 acres in Section 12, T 17 S, R 17 E, dated August 29, 1963, of record under Entry No. 205707 in COB 360, folio 227, of the records of Terrebonne Parish, Louisiana. There is a surface release of the aforementioned property by South Shore Oil and Development Company of record under Entry No. 252040, in COB 361, folio 535 of the records of Terrebonne Parish, Louisiana.
3. Reservation of minerals by South Coast Corporation in sale dated July 13, 1964 involving 68.64 acres in Section 12, T 17 S, R 17 E, of record under Entry No. 264566 in COB 377, folio 15, of the records of Terrebonne Parish, Louisiana. There is a surface release of the aforementioned property by South Shore Oil and Development Company by act dated July 20, 1964 of record under Entry No. 265074 in COB 378, folio 51 of the records of Terrebonne Parish, Louisiana.
4. Reservation of minerals by South Coast Corporation in sale dated April 8, 1965 involving 0.65 acres in Section 12, T 17 S, R 17 E, of record under Entry No. 277811 in COB 394, folio 385, of the records of Terrebonne Parish, Louisiana, said reservation does not contain a surface release and no surface release can be found to have been executed by South Shore Oil and Development Company.
5. Mineral reservation in sale from South Coast Corporation dated December 20, 1967, involving 119.607 acres in Section 12, T 17 S, R 17 E, of record under Entry No. 333676 in COB 450, folio 407, of the records of Terrebonne Parish, Louisiana.
6. Surface release by South Shore Oil and Development Company of the aforementioned property dated December 29, 1967, of record under Entry No. 334353 in COB 451, folio 180 of the records of Terrebonne Parish, Louisiana.
7. Right of way executed by Nellie Bond in favor of United States of America dated June 26, 1934, involving the 9 acres in Section 47, T17S, R17E, of record under Entry No. 16399 in COB 102, folio 401, of the records of Terrebonne Parish, Louisiana. Right of way granted is for spoil of dredging of Bayou LaCarpe and covers 150 feet from the center line of Bayou LaCarpe.
8. Right of way to Louisiana Power & Light Company by South Coast Corporation dated February 25, 1948, of record under Entry No. 72661, in COB 160, folio 254, of the records of Terrebonne Parish, Louisiana. No plat is recorded in the conveyance records or original acts of Terrebonne Parish, Louisiana, therefore, the exact route of the right of way is not determinable, however, it affects property in Section 12, T 17 S, R 17 E, therefore, it is being shown on this opinion.
9. Right of way by South Coast Corporation to South Louisiana Electric Co-Operative Association dated October 14, 1952, of record under Entry No. 321562, in COB 438, folio 458, of the records of Terrebonne Parish, Louisiana. A plat filed in the original acts

EXHIBIT "B"  
Page Two

of Terrebonne Parish, Louisiana under Entry No. 321562 indicates that this right of way runs parallel to the northern boundary of the subject property. It cannot be determined whether the right of way lies within the subject tract or on the right of way of Industrial Boulevard to the north of the subject tract, therefore, it is being reported for full disclosure.

10. Right of way by Delta Iron Works, Inc. in favor of Water Works District No. 2 dated August 31, 1970, of record under Entry No. 386766 in COB 499, folio 424 of the records of Terrebonne Parish, Louisiana. A plat of record in Map Volume 5, folio 34 indicated that said right of way covers 10 feet along the southern right of way of Industrial Boulevard covering a portion of the subject property.

11. Right of way executed by South Coast Corporation in favor of United States of America dated August 18, 1947, of record under Entry No. 69473, in COB 157, folio 315, of the records of Terrebonne Parish, Louisiana. Right of way granting the deposit of spoil from dredging of Bayou LaCarpe upon lands owned by South Coast Corporation.

633157

Board of Directors  
June 27, 1980

RESOLVED, that the Board of Directors of the Corporation hereby ratifies the Letter of Intent by and between the Corporation and an investment group headed by Leon H. Toups, Harold S. Geneen and Ira Heckler & Associates, dated May 14, 1980; and be it further

RESOLVED, that the Board of Directors of the Corporation hereby approves the sale of all the assets and liabilities of its Chromalloy Natural Resources Company Services Companies, being Delta Fabrication, Delta Safety & Supply, Delta Shipyard, Heldenbrand, Delta Construction, the remaining parts of Chromalloy Pipe & Steel, and certain assets and liabilities of the Administrative ledgers, to an investment group headed by Messrs. Leon H. Toups, Harold S. Geneen, and Ira Heckler & Associates, for a total consideration of approximately \$32,900,000, subject to adjustments to book value at closing, said consideration payable in cash at closing; and be it further

RESOLVED, that the appropriate Officers of the Corporation are hereby authorized and directed to sign, execute and deliver all such documents and to make all necessary filings, and to do any other things which said Officers deem necessary or appropriate, in their discretion, to carry out the intents and purposes of these resolutions; and be it further

RESOLVED, that the Executive Committee of the Corporation is hereby authorized and delegated the authority, to approve, if necessary, any significant revisions in the terms of the contemplated sale, referenced in the foregoing resolutions, with the exception of the purchase price, if such revisions should be required.

FILED FOR RECORD  
PARISH OF  
TERREBOUNE, LA.

SEP 15 2 00 PM '80

*Nancy Bondreary*  
DEPUTY CLERK OF COURT

491

*mea*  
*gpl*

633157

Part of Entry Number 633157 , being an Attached Plat  
has been removed from the Original Acts and placed in

Map Volume 51 Folio 44 Map Number 5742

Date of Recordation September 15, 1980

Recorded in Conveyance Book 807 Folio 484

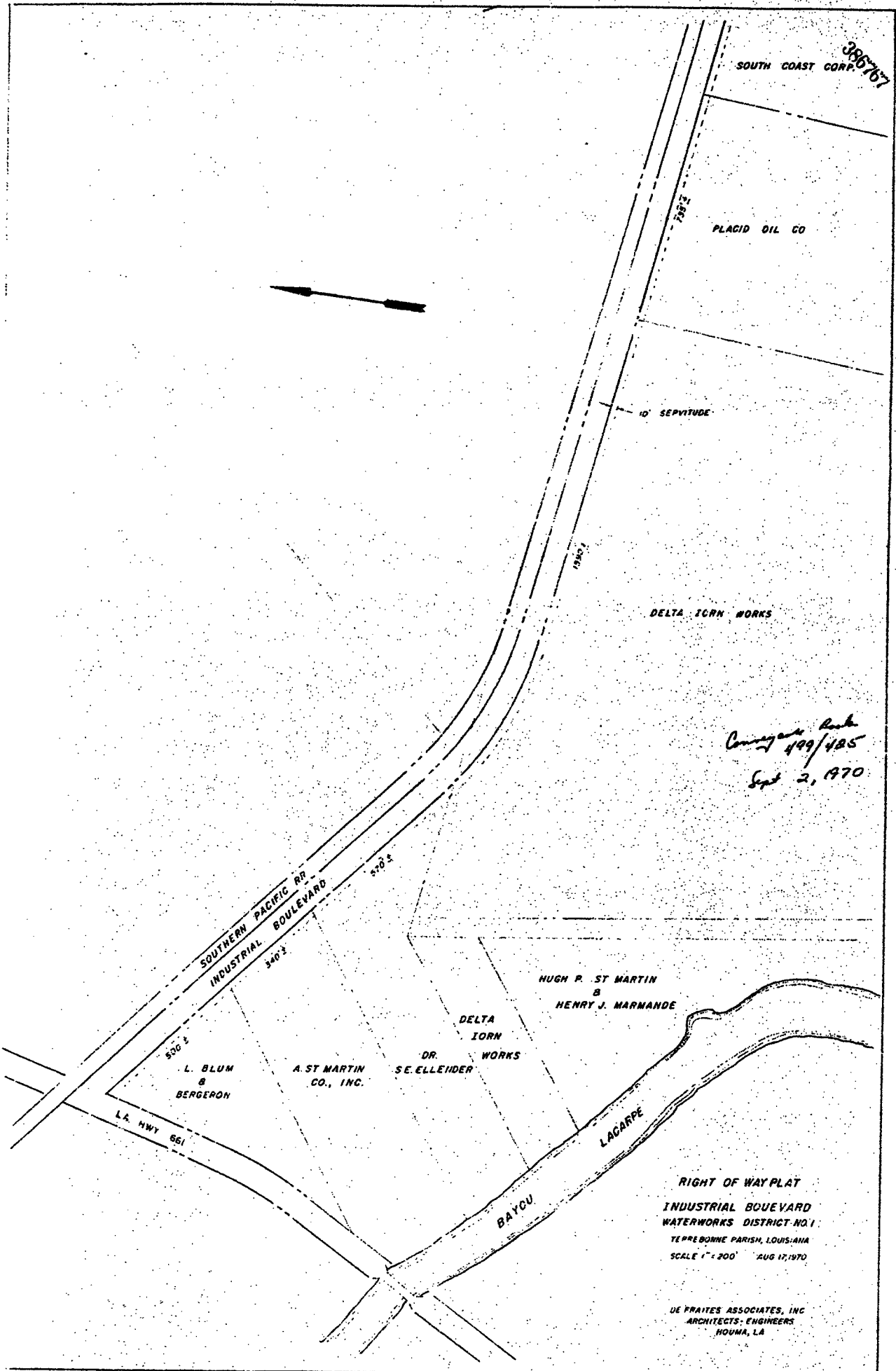
Map Description : Chromalloy American Corp., Chromalloy  
Natural Resources Division, Survey of  
property located in Sections 12, 47,  
101, and 104, T17S-R17E, Terrebonne  
Parish, La.

Act Description : Sale from Chromalloy American Corp. to  
Delta Services Industries.

526

D01040





511

**D01050**

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LEASE

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BE IT KNOWN AND REMEMBERED that the following  
Contract of Lease was entered into effective September 1, 1980 at  
12:01 O'Clock A. M., by and between:

EMILE MARMANDE, of full age, formerly married  
to Doris Pittman from whom he is legally divorced, and a resident  
of the County of Boone, Indiana, whose mailing address is 4720  
Atlanta Avenue, Indianapolis, Indiana 46241;  
(hereinafter referred to as "LESSOR"); and

LEASE - Page

DELTA SERVICES, INC., a corporation organized under and by virtue of the laws of the State Delaware, herein represented by Leon H. Toups, who acts herein under and by virtue of a resolution of the Board of Directors of said corporation, duly adopted at a meeting of said Board held on \_\_\_\_\_, 1980, a certified copy of which resolution is attached hereto and made part hereof; (hereinafter referred to as "LESSEE"),

WITNESSETH:

I.

Lessor does by these presents hereby let, lease and hire unto Lessee, the following described property, to-wit:

A certain tract of land, situated in the Parish of Terrebonne, Louisiana, described and designated as Lot "C" of the Subdivision of Lot 198 of Crescent Plantation Subdivision, containing and comprising an area of 7.69 acres, the said Lot 198 being shown on a plan of Subdivision of Crescent Plantation made by J. C. Waties, in July, 1923, on file in the Office of the Clerk of Court, Terrebonne Parish, Louisiana, and Lot "C" of Lot 198 being fully shown on a plan of Subdivision of said Lot 198 made by Joseph F. Villavaso, C.E., dated April 2, 1925, said plan being annexed to and made part of an act of sale from Peoples Sugar Company, Inc. to Leopold Matherne executed April 6, 1925, and recorded in C.O.B. 82, folio 326 et seq., the original whereof, together with said plan, are to be found in Volume 117 of original acts, under Entry No. 1486; together with all the rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.

LEASE - Page

All of the above as more particularly set forth and described as Lot "C" on a map entitled "CHROMALLOY AMERICAN CORPORATION CHROMALLOY NATURAL RESOURCES DIVISION SURVEY OF PROPERTY IN SECTIONS 12, 47, 101 & 104, T17S-R17E, TERREBONNE PARISH, LOUISIANA", made by T. Baker Smith & Son, Inc., Charles M. Camp, LS, dated July 16, 1980, revised July 24, 1980, a copy of which is annexed hereto and made part hereof and identified as Exhibit "A".

## II.

The primary term of this lease shall be for a period of five (5) years beginning on the first (1st) day of September, 1980 and ending at midnight on the last day of August, 1985.

## III.

The consideration for this lease is the undertaking by the Lessee to perform each and every condition of said lease and the payment of a monthly rental of One Thousand Six Hundred and No/100 (\$1,600.00) Dollars per month, payable on the first (1st) day of each month, in advance, during the primary term.

As a further consideration of this lease, Lessor grants unto Lessee, the right, option and privilege to renew this lease for three (3) consecutive additional periods of five (5) years each, as set forth below:

First Option Period:	September 1, 1985 through August 31, 1990.
Second Option Period:	September 1, 1990 through August 31, 1995.
Third Option Period:	September 1, 1995 through August 31, 2000.

Lessor obligates himself to give Lessee written notice by Registered Mail, postage prepaid, not less than thirty (30) days before the expiration of this lease or any five (5) year renewal period, of the termination of the lease or of the respective five (5) year renewal period, with the request that the Lessee make known its intention to renew or not to renew for the succeeding additional five (5) year period. Should Lessor fail to give said notice and Lessee remains in possession of the property subsequent to the end of the primary or any additional five (5) year option period, then, in that event, the lease will be considered as having been reconducted for the additional period of five (5) years, and for the consideration fixed for said particular five (5) year period.

## IV.

The rental to be paid during the three (3) five (5) year option periods granted herein shall be as follows:

First Option Period:	September 1, 1985 through August 31, 1990 - \$1,800.00 per month.
Second Option Period:	September 1, 1990 through August 31, 1995 - \$2,000.00 per month.
Third Option Period:	September 1, 1995 through August 31, 2000 - \$2,200.00 per month.

## V.

The property leased herein may be used by Lessee for all lawful purposes.

## VI.

Lessee shall pay all obligations incurred by it in connection with the use of the leased premises, including, but not by way of limitation, all charges for water, gas, electricity and other utilities used on the premises during the term of this lease.

## VII.

Lessee agrees to hold Lessor free and harmless from any liability or responsibility of any nature or description whatsoever, arising out of the use of the leased premises.

## VIII.

Lessee obligates itself to pay the rental punctually when due, and failure to pay two (2) successive monthly rentals vests in Lessor the right either to have the said lease cancelled or to make all remaining rentals immediately due and exigible, at Lessor's option.

## IX.

Any fixtures, machinery, equipment and other property installed in or attached to the leased premises by and at the expense of Lessee shall remain the property of Lessee, and Lessor agrees that Lessee shall have the right at any time, and from time to time, to remove any and all of said fixtures, equipment and other property. Lessee shall leave the premises "broom-clean" and shall leave in a

LEASE - Page

safe condition any wiring to which it had attached its installations and shall cap any water pipes or gas pipes at their junction with the removed fixtures or equipment.

X.

Rental due to Lessor in accordance with this lease shall be paid as follows:

Emile Marmande  
4720 Atlanta Avenue  
Indianapolis, Indiana 46241

WITNESS THE SIGNATURES of the respective Lessors  
as of the dates and at the times and places set forth hereinbelow:

LESSORS:



LEASE - Page

INDIANA  
~~STATE OF LOUISIANA~~  
COUNTY Boone  
~~PARISH OF~~

BEFORE ME, THE UNDERSIGNED, a Notary Public,  
 duly commissioned and qualified within and for the State and Parish  
 aforesaid, personally came and appeared:

Emil Marmorek

who being by me first duly sworn, deposed and said in the presence  
 of the undersigned competent witnesses, that he executed the above  
 and foregoing instrument in the presence of the foregoing witnesses as  
 his own free and voluntary act and deed, for the uses, purposes and  
 considerations therein expressed.

IN WITNESS WHEREOF, said Appearer has executed  
 these presents together with me, Notary, and the undersigned competent  
 witnesses, at my office in the ~~Parish~~ and State aforesaid, on this 28th  
 day of August, 1980.

WITNESSES:

Carla Campbell

Emil Marmorek

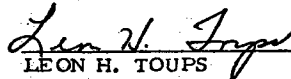
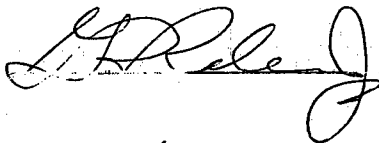
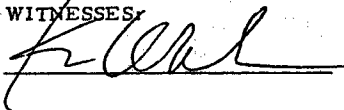
Lynn Hedley  
 State of Indiana  
 County of Boone

Subscribed and sworn to before me this 28th day of August 1981.

Mildred M. Edlin  
 NOTARY PUBLIC My Commission expires 8/4/1981

WITNESS THE SIGNATURE of LEON H. TOUPS, President  
of DELTA SERVICES, INC., at Houma, State  
of Louisiana, Terrebonne Parish, on this 14th  
day of September 1980, in the presence of the undersigned  
competent witnesses.

WITNESSES:

  
LEON H. TOUPS

STATE OF Louisiana  
Parish OF Terrebonne

BE IT KNOWN that on this 14th day of September,  
1980, before me, the undersigned authority, duly commissioned, qualified  
and sworn within and for the State and Parish/County aforesaid, personally  
came and appeared LEON H. TOUPS, appearing herein in his capacity as  
the President of DELTA SERVICES, INC., to me personally known to be  
the identical person whose name is subscribed to the foregoing instrument  
as the said officer of the said corporation, and declared and acknowledged  
to me, Notary, in the presence of the undersigned competent witnesses,  
that he executed the same on behalf of the said corporation with full  
authority of its Board of Directors, and that the said instrument is the  
free act and deed of the said corporation and was executed for the uses,

LEASE - Page

purposes and benefits therein expressed.

WITNESSES:

*[Signature]*

*[Signature]*

*Leon H. Toups*  
LEON H. TOUPS

*Robert J. Mejeant*  
NOTARY PUBLIC

FILED FOR RECORD  
PARISH OF  
TERREBONNE, LA.

SEP 15 2 29 PM '80

*Mary E. Bonillan*  
DEPUTY CLERK OF COURT

702

688

D01059

633173

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LEASE

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BE IT KNOWN AND REMEMBERED that the following  
Contract of Lease was entered into effective September 1, 1980 at  
12:01 O'Clock A. M., by and between:

MRS. GENEVIEVE MARMANDE WATHEN, of full age,  
married to John Hamilton Wathen, with whom she lives and resides in  
the County of Hopkins, Kentucky, and whose mailing address is 2385  
\_\_\_\_\_ Drive, Madisonville, Kentucky;  
(hereinafter referred to as "LESSOR"); and

LEASE - Page

DELTA SERVICES, INC., a corporation organized under and by virtue of the laws of the State Delaware, herein represented by Leon H. Toups, who acts herein under and by virtue of a resolution of the Board of Directors of said corporation, duly adopted at a meeting of said Board held on \_\_\_\_\_, 1980, a certified copy of which resolution is attached hereto and made part hereof; (hereinafter referred to as "LESSEE"),

W I T N E S S E T H:

I.

Lessor does by these presents hereby let, lease and hire unto Lessee, the following described property, to-wit:

A certain tract of land, situated in the Parish of Terrebonne, Louisiana, described and designated as Lot "C" of the Subdivision of Lot 198 of Crescent Plantation Subdivision, containing and comprising an area of 7.69 acres, the said Lot 198 being shown on a plan of Subdivision of Crescent Plantation made by J. C. Waties, in July, 1923, on file in the Office of the Clerk of Court, Terrebonne Parish, Louisiana, and Lot "C" of Lot 198 being fully shown on a plan of Subdivision of said Lot 198 made by Joseph F. Villavaso, C.E., dated April 2, 1925, said plan being annexed to and made part of an act of sale from Peoples Sugar Company, Inc. to Leopold Matherne executed April 6, 1925, and recorded in C.O.B. 82, folio 326 et seq., the original whereof, together with said plan, are to be found in Volume 117 of original acts, under Entry No. 1486; together with all the rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.

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All of the above as more particularly set forth and described as Lot "C" on a map entitled "CHROMALLOY AMERICAN CORPORATION CHROMALLOY NATURAL RESOURCES DIVISION SURVEY OF PROPERTY IN SECTIONS 12, 47, 101 & 104, T17S-R17E, TERREBONNE PARISH, LOUISIANA", made by T. Baker Smith & Son, Inc., Charles M. Camp, LS, dated July 16, 1980, revised July 24, 1980, a copy of which is annexed hereto and made part hereof and identified as Exhibit "A".

## II.

The primary term of this lease shall be for a period of five (5) years beginning on the first (1st) day of September, 1980 and ending at midnight on the last day of August, 1985.

## III.

The consideration for this lease is the undertaking by the Lessee to perform each and every condition of said lease and the payment of a monthly rental of One Thousand Six Hundred and No/100 (\$1,600.00) Dollars per month, payable on the first (1st) day of each month, in advance, during the primary term.

As a further consideration of this lease, Lessor grants unto Lessee, the right, option and privilege to renew this lease for three (3) consecutive additional periods of five (5) years each, as set forth below:

First Option Period:	September 1, 1985 through August 31, 1990.
Second Option Period:	September 1, 1990 through August 31, 1995.
Third Option Period:	September 1, 1995 through August 31, 2000.

LEASE - Page

Lessor obligates himself to give Lessee written notice by Registered Mail, postage prepaid, not less than thirty (30) days before the expiration of this lease or any five (5) year renewal period, of the termination of the lease or of the respective five (5) year renewal period, with the request that the Lessee make known its intention to renew or not to renew for the succeeding additional five (5) year period. Should Lessor fail to give said notice and Lessee remains in possession of the property subsequent to the end of the primary or any additional five (5) year option period, then, in that event, the lease will be considered as having been reconducted for the additional period of five (5) years, and for the consideration fixed for said particular five (5) year period.

## IV.

The rental to be paid during the three (3) five (5) year option periods granted herein shall be as follows:

First Option Period:	September 1, 1985 through August 31, 1990 - \$1,800.00 per month.
Second Option Period:	September 1, 1990 through August 31, 1995 - \$2,000.00 per month.
Third Option Period:	September 1, 1995 through August 31, 2000 - \$2,200.00 per month.

LEASE - Page

## V.

The property leased herein may be used by Lessee for all lawful purposes.

## VI.

Lessee shall pay all obligations incurred by it in connection with the use of the leased premises, including, but not by way of limitation, all charges for water, gas, electricity and other utilities used on the premises during the term of this lease.

## VII.

Lessee agrees to hold Lessor free and harmless from any liability or responsibility of any nature or description whatsoever, arising out of the use of the leased premises.

## VIII.

Lessee obligates itself to pay the rental punctually when due, and failure to pay two (2) successive monthly rentals vests in Lessor the right either to have the said lease cancelled or to make all remaining rentals immediately due and exigible, at Lessor's option.

## IX.

Any fixtures, machinery, equipment and other property installed in or attached to the leased premises by and at the expense of Lessee shall remain the property of Lessee, and Lessor agrees that Lessee shall have the right at any time, and from time to time, to remove any and all of said fixtures, equipment and other property. Lessee shall leave the premises "broom-clean" and shall leave in a



safe condition any wiring to which it had attached its installations and shall cap any water pipes or gas pipes at their junction with the removed fixtures or equipment.

X.

Rental due to Lessor in accordance with this lease shall be paid as follows:

~~Genevieve Marmande Wathen~~  
Genevieve Marmande Wathen  
~~2305 Summit St.~~  
~~Madisonville, Ky.~~  
First National Bank of Houma  
Acct. No. 25 6029 1

Genevieve Marmande Wathen  
First National Bank of Houma  
Acct. Number 25-6029-1

WITNESS THE SIGNATURES of the respective Lessors  
as of the dates and at the times and places set forth hereinbelow:

LESSORS:

Genevieve Marmande Wathen

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D01065

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~~STATE OF KENTUCKY~~~~PARISH OF~~

STATE OF KENTUCKY)

COUNTY OF HOPKINS)

SCT

BEFORE ME, THE UNDERSIGNED, a Notary Public,  
 duly commissioned and qualified within and for the State and ~~County~~  
 aforesaid, personally came and appeared:

Genevieve Marmasade Nathan

who being by me first duly sworn, deposed and said in the presence  
 of the undersigned competent witnesses, that he executed the above  
 and foregoing instrument in the presence of the foregoing witnesses as  
 his own free and voluntary act and deed, for the uses, purposes and  
 considerations therein expressed.

IN WITNESS WHEREOF, said Appearer has executed  
 these presents together with me, Notary, and the undersigned competent  
 witnesses, at my office in the ~~County~~ and State aforesaid, on this 26th  
 day of August, 1980.

WITNESSES:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Norma Jean Marshall  
 NOTARY PUBLIC

*My commission expires August 24, 1983*

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WITNESS THE SIGNATURE of LEON H. TOUPS, President  
of DELTA SERVICES, INC., at Houma, Parish  
of Terrebonne, Louisiana, on this 14th  
day of September, 1980, in the presence of the undersigned  
competent witnesses.

WITNESSES:

[Signature]  
[Signature]

Leon H. Toup  
LEON H. TOUPS

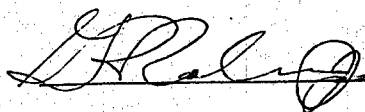
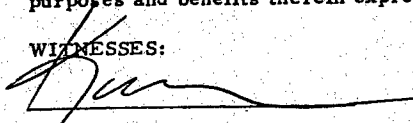
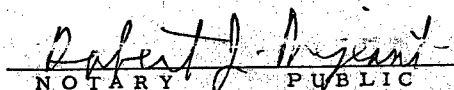
STATE OF Louisiana  
Parish OF Terrebonne

BE IT KNOWN that on this 14th day of September,  
1980, before me, the undersigned authority, duly commissioned, qualified  
and sworn within and for the State and Parish/County aforesaid, personally  
came and appeared LEON H. TOUPS, appearing herein in his capacity as  
the President of DELTA SERVICES, INC., to me personally known to be  
the identical person whose name is subscribed to the foregoing instrument  
as the said officer of the said corporation, and declared and acknowledged  
to me, Notary, in the presence of the undersigned competent witnesses,  
that he executed the same on behalf of the said corporation with full  
authority of its Board of Directors, and that the said instrument is the  
free act and deed of the said corporation and was executed for the uses,

LEASE - Page

purposes and benefits therein expressed.

WITNESSES:

  
LEON H. TOUPS  
NOTARY PUBLICFILED FOR RECORD  
PARISH OF  
TERREBONNE, LA.

SEP 15 2 29 PM '80

  
DEPUTY CLERK OF COURT

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LEASE

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BE IT KNOWN AND REMEMBERED that the following Contract of Lease was entered into effective September 1, 1980 at 12:01 O'Clock A. M., by and between:

H. P. ST. MARTIN, JR., of full age, married to the former Era Mae Lumpkin, with whom he lives and resides in the Parish of Terrebonne, Louisiana and whose mailing address is Barrios Avenue, Houma, Louisiana 70360;

RHEA M. ST. MARTIN, of full age, a single woman never married, and a resident of the Parish of Terrebonne, Louisiana, whose mailing address is 517 East Park Avenue, Houma, Louisiana 70360;

DR. EUGENE C. ST. MARTIN, of full age, married to the former Peggy Dean Tullis, with whom he lives and resides in the Parish of Caddo, Louisiana; and

R. J. ST. MARTIN, INC., a Louisiana corporation domiciled in the Parish of Terrebonne, Louisiana and herein represented by its duly authorized President, Roy J. St. Martin, Jr. (hereinafter referred to as "LESSOR" and as a person of the masculine gender, whether one or more);

DELTA SERVICES, INC., a corporation organized under and by virtue of the laws of the State Delaware, herein represented by Leon H. Troups, who acts herein under and by virtue of a resolution of the Board of Directors of said corporation, duly adopted at a meeting of said Board held on \_\_\_\_\_, 1980, a certified copy of which resolution is attached hereto and made part hereof; (hereinafter referred to as "LESSEE"),

W I T N E S S E T H:

I.

Lessor does by these presents hereby let, lease and hire unto Lessee, the following described property, to-wit:

A certain tract of land, situated in the Parish of Terrebonne, Louisiana, described and designated as Lot "C" of the Subdivision of Lot 198 of Crescent Plantation Subdivision, containing and comprising an area of 7.69 acres, the said Lot 198 being shown on a plan of Subdivision of Crescent Plantation made by J. C. Waties, in July, 1923, on file in the Office of the Clerk of Court, Terrebonne Parish, Louisiana, and Lot "C" of Lot 198 being fully shown on a plan of Subdivision of said Lot 198 made by Joseph F. Villavaso, C.E., dated April 2, 1925, said plan being annexed to and made part of an act of sale from Peoples Sugar Company, Inc. to Leopold Matherne executed April 6, 1925, and recorded in C. O. B. 82, folio 326 et seq., the original whereof, together with said plan, are to be found in Volume 117 of original acts, under Entry No. 1486; together with all the rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.

LEASE - Page

All of the above as more particularly set forth and described as Lot "C" on a map entitled "CHROMALLOY AMERICAN CORPORATION CHROMALLOY NATURAL RESOURCES DIVISION SURVEY OF PROPERTY IN SECTIONS 12, 47, 101 & 104, T17S-R17E, TERREBONNE PARISH, LOUISIANA", made by T. Baker Smith & Son, Inc., Charles M. Camp, LS, dated July 16, 1980, revised July 24, 1980, a copy of which is annexed hereto and made part hereof and identified as Exhibit "A".

## II.

The primary term of this lease shall be for a period of five (5) years beginning on the first (1st) day of September, 1980 and ending at midnight on the last day of August, 1985.

## III.

The consideration for this lease is the undertaking by the Lessee to perform each and every condition of said lease and the payment of a monthly rental of One Thousand Six Hundred and No/100 (\$1,600.00) Dollars per month, payable on the first (1st) day of each month, in advance, during the primary term.

As a further consideration of this lease, Lessor grants unto Lessee, the right, option and privilege to renew this lease for three (3) consecutive additional periods of five (5) years each, as set forth below:

First Option Period:	September 1, 1985 through August 31, 1990.
Second Option Period:	September 1, 1990 through August 31, 1995.
Third Option Period:	September 1, 1995 through August 31, 2000.

LEASE - Page

Lessor obligates himself to give Lessee written notice by Registered Mail, postage prepaid, not less than thirty (30) days before the expiration of this lease or any five (5) year renewal period, of the termination of the lease or of the respective five (5) year renewal period, with the request that the Lessee make known its intention to renew or not to renew for the succeeding additional five (5) year period. Should Lessor fail to give said notice and Lessee remains in possession of the property subsequent to the end of the primary or any additional five (5) year option period, then, in that event, the lease will be considered as having been reconducted for the additional period of five (5) years, and for the consideration fixed for said particular five (5) year period.

## IV.

The rental to be paid during the three (3) five (5) year option periods granted herein shall be as follows:

First Option Period:	September 1, 1985 through August 31, 1990 - \$1,800.00 per month.
Second Option Period:	September 1, 1990 through August 31, 1995 - \$2,000.00 per month.
Third Option Period:	September 1, 1995 through August 31, 2000 - \$2,200.00 per month.



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## V.

The property leased herein may be used by Lessee for all lawful purposes.

## VI.

Lessee shall pay all obligations incurred by it in connection with the use of the leased premises, including, but not by way of limitation, all charges for water, gas, electricity and other utilities used on the premises during the term of this lease.

## VII.

Lessee agrees to hold Lessor free and harmless from any liability or responsibility of any nature or description whatsoever, arising out of the use of the leased premises.

## VIII.

Lessee obligates itself to pay the rental punctually when due, and failure to pay two (2) successive monthly rentals vests in Lessor the right either to have the said lease cancelled or to make all remaining rentals immediately due and exigible, at Lessor's option.

## IX.

Any fixtures, machinery, equipment and other property installed in or attached to the leased premises by and at the expense of Lessee shall remain the property of Lessee, and Lessor agrees that Lessee shall have the right at any time, and from time to time, to remove any and all of said fixtures, equipment and other property. Lessee shall leave the premises "broom-clean" and shall leave in a

LEASE - Page

safe condition any wiring to which it had attached its installations and shall cap any water pipes or gas pipes at their junction with the removed fixtures or equipment.

X.

Rental due to Lessor in accordance with this lease shall be paid as follows:

All rentals shall be paid to H. P. St. Martin, Jr. as Agent for Lessors herein.

WITNESS THE SIGNATURES of the respective Lessors as of the dates and at the times and places set forth hereinbelow:

Houma, Louisiana  
Aug. 21, 1980

Houma, Louisiana  
Aug. 21, 1980

Houma, Louisiana  
Aug. 21, 1980

Slidell, Louisiana  
August 21, 1980

## LESSORS:

H. P. St. Martin, Jr.  
H. P. St. Martin, Jr.

Rhea M. St. Martin  
Rhea M. St. Martin

Dr. Eugene C. St. Martin  
Dr. Eugene C. St. Martin

R. J. St. Martin, Inc.

[Signature]  
President

LEASE - Page

STATE OF LOUISIANA  
PARISH OF ST. TAMMANY

BEFORE ME, THE UNDERSIGNED, a Notary Public,  
duly commissioned and qualified within and for the State and Parish  
aforesaid, personally came and appeared:

ROY J. ST. MARTIN, JR.

who being by me first duly sworn, deposed and said in the presence  
of the undersigned competent witnesses, that he executed the above  
and foregoing instrument in the presence of the foregoing witnesses as  
his own free and voluntary act and deed, for the uses, purposes and  
considerations therein expressed.

IN WITNESS WHEREOF, said Appearer has executed  
these presents together with me, Notary, and the undersigned competent  
witnesses, at my office in the Parish and State aforesaid, on this 21st  
day of August, 1980.

WITNESSES:

Cindy M. McGlone  
CINDY M. MCGLONE

Roy J. St. Martin, Jr.  
ROY J. ST. MARTIN, JR.

Suzanne Inabnet  
SUZANNE INABNET

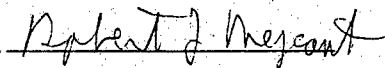
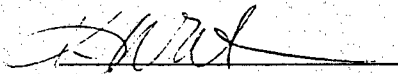

Pamela S. Ray  
NOTARY PUBLIC  
PAMELA S. RAY

STATE OF LOUISIANA

PARISH OF TERRE BONNE

BE IT KNOWN, that on this 13<sup>th</sup> day of September, 1980, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared H. P. ST. MARTIN, JR., RHEA M. ST. MARTIN and DR. EUGENE C. ST. MARTIN, to me known to be the identical persons who executed the above and foregoing instrument, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that they executed the above and foregoing instrument of their own free will, as their own act and deed, for the uses, purposes and benefits therein expressed.

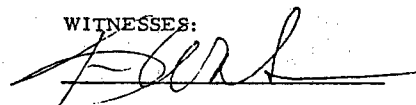
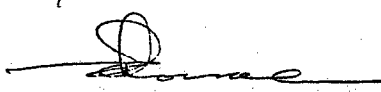
WITNESSES:

  
Robert J. Mezeant  
NOTARY PUBLIC

LEASE - Page

WITNESS THE SIGNATURE of LEON H. TOUPS, President  
 of DELTA SERVICES, INC., at Houma, Parish  
 of Terrebonne, Louisiana, on this 14th  
 day of September, 1980, in the presence of the undersigned  
 competent witnesses.

WITNESSES:

  
 LEON H. TOUPS

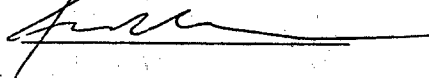
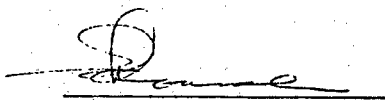
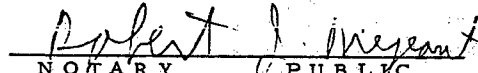
STATE OF Louisiana  
Parish OF Terrebonne

BE IT KNOWN that on this 14th day of September  
 1980, before me, the undersigned authority, duly commissioned, qualified  
 and sworn within and for the State and Parish/County aforesaid, personally  
 came and appeared LEON H. TOUPS, appearing herein in his capacity as  
 the President of DELTA SERVICES, INC., to me personally known to be  
 the identical person whose name is subscribed to the foregoing instrument  
 as the said officer of the said corporation, and declared and acknowledged  
 to me, Notary, in the presence of the undersigned competent witnesses,  
 that he executed the same on behalf of the said corporation with full  
 authority of its Board of Directors, and that the said instrument is the  
 free act and deed of the said corporation and was executed for the uses,

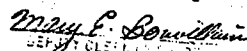
LEASE - Page

purposes and benefits therein expressed.

WITNESSES:

  
  
LEON H. TOUPS  
NOTARY PUBLICFILED & RECORDED  
PARISH OF  
TERREBOURNE, LA.

SEP 15 2 31 PM '89

  
MARY E. BOUILLON  
DEPUTY CLERK OF COURT

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LEASE

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BE IT KNOWN AND REMEMBERED that the following Contract of Lease was entered into effective September 1, 1980 at 12:01 O'Clock A. M., by and between:

S. ERNEST ELLENDER, SR., INC., a corporation organized in and doing business in the Parish of Terrebonne, State of Louisiana, herein represented by S. E. Ellender, M.D., President, appearing herein by virtue of a resolution of the Board of Directors, dated August 11, 1980, attached and made a part hereof;

MRS. MARY ALLEN Mc BRIDE CHAUVIN, widow of Farquhard Chauvin, of full age and a resident of the Parish of Terrebonne, Louisiana; and

MRS. MARY ELIZABETH CHAUVIN WURZLOW, of full age, married to Frank W. Wurzlow, Jr., with whom she lives and resides in the Parish of Terrebonne, Louisiana; (hereinafter referred to as "LESSOR" and as a person of the masculine gender, whether one or more); and

DELTA SERVICES, INC., a corporation organized under and by virtue of the laws of the State of Delaware, herein represented by Leon H. Toups, who acts herein under and by virtue of a resolution of the Board of Directors of said corporation, duly adopted at a meeting

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of said Board held on \_\_\_\_\_, 1980, a certified copy of which resolution is attached hereto and made part hereof; (hereinafter referred to as "LESSEE"),

W I T N E S S E T H

I.

Lessor does by these presents hereby let, lease and hire unto Lessee, the following described property, to-wit:

A certain tract of land, situated in the Parish of Terrebonne, State of Louisiana, being a part of the Crescent Plantation, and described as follows: beginning at an iron grate bar, marking corner common to Crescent, Mulberry, and Woodlawn Plantations, also being the Southeast corner of Lot 198 of Crescent Plantation Subdivision; thence N.  $70^{\circ} 32'$  W. 594.5 feet to intersect center line of cross ditch on left of line, to an iron stake on East side of drainage canal; thence along center line of cross ditch N.  $88^{\circ} 45'$  W. 156 feet to intersect meander line of headland along Bayou LaCarpe to an iron stake; thence along meander line of headland along Bayou LaCarpe S.  $23^{\circ}$  W. 388 feet to an iron stake; thence S.  $1^{\circ}$  W. 341 feet to intersect fence line between Crescent and Mulberry Plantations, at gate post to an iron stake; thence N.  $74^{\circ}$  E. 408 feet, along fence line between Crescent and Mulberry Plantations, to iron grate bar, point of beginning; containing 4.57 acres exclusive of 0.43 acres, included between the meander of the headland along Bayou LaCarpe and the East bank of Bayou LaCarpe, making a total of five (5) acres and being the South five acres of Lot 198 of Crescent Plantation Subdivision, Terrebonne Parish, Louisiana, and being in Township 17 South, Range 17 East, as shown upon plan attached hereto by Joseph F. Villavaso, C.E., July 2, 1924.

All of the above as more particularly set forth and described as Lot "A" on a map entitled "CHROMALLOY AMERICAN CORPORATION CHROMALLOY NATURAL RESOURCES DIVISION SURVEY OF PROPERTY IN SECTIONS 12, 47, 101 & 104, T17S-R17E, TERREBONNE PARISH, LOUISIANA", made by T. Baker



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Smith & Son, Inc., Charles M. Camp,  
LS, dated July 16, 1980, revised July 24,  
1980, a copy of which is annexed hereto  
and made part hereof and identified as  
Exhibit "A".

## II.

The primary term of this lease shall be for a period  
of five (5) years beginning on the first (1st) day of September, 1980  
and ending at midnight on the last day of August, 1985.

## III.

The consideration for this lease is the undertaking by  
the Lessee to perform each and every condition of said lease and  
the payment of a monthly rental of Six Hundred and No/100 (\$600.00)  
Dollars per month, payable on the first (1st) day of each month, in  
advance, during the primary term.

As a further consideration of this lease, Lessor grants  
unto Lessee, the right, option and privilege to renew this lease for  
four (4) consecutive additional periods of five (5) years each, as set  
forth below:

First Option Period:	September 1, 1985 through August 31, 1990.
Second Option Period:	September 1, 1990 through August 31, 1995.
Third Option Period:	September 1, 1995 through August 31, 2000.
Fourth Option Period:	September 1, 2000 through August 31, 2005.

Lessee obligates himself to give Lessor written notice by Registered Mail, postage prepaid, not less than thirty (30) days before the expiration of this lease or any five (5) year renewal period, of the termination of the lease or of the respective five (5) year renewal period, of its intention to renew or not to renew for the succeeding additional five (5) year period. Should Lessee fail to give said notice and Lessee remains in possession of the property subsequent to the end of the primary or any additional five (5) year option period, then, in that event, the lease will be considered as having been reconducted for the additional period of five (5) years, and for the consideration fixed for said particular five (5) year period.

## IV.

The rental to be paid during the four (4) five (5) year option periods granted herein shall be as follows:

First Option Period:	September 1, 1985 through August 31, 1990 - \$900.00 per month.
Second Option Period:	September 1, 1990 through August 31, 1995 - \$1,200.00 per month.
Third Option Period:	September 1, 1995 through August 31, 2000 - \$1,500.00 per month.
Fourth Option Period:	September 1, 2000 through August 31, 2005 - \$1,800.00 per month.

## V.

The property leased herein may be used by Lessee for all lawful purposes.

## VI.

Lessee shall and covenants and agrees that it will during the term of this lease keep and maintain the leased premises and all improvements thereon and all appurtenances thereunto belonging in good condition and repair, ordinary wear, tear, depreciation and damage by fire or other casualty excepted, and keep the same free from filth, nuisance or danger of fire and in all respects and at all times use and maintain said premises so as to fully meet and comply with all health and police regulations and the ordinances and all other laws now in force or which may hereafter be enacted by the Parish of Terrebonne, the State of Louisiana or the Federal Government.

## VII.

Lessee shall pay all obligations incurred by it in connection with the use of the leased premises, including, but not by way of limitation, all charges for water, gas, electricity and other utilities used on the premises during the term of this lease. Lessor agrees, however, to pay all taxes due and owing on the premises during the entire term of this lease; provided, that any increase in said taxes over and above the amount of taxes which shall become due and payable on December 31, 1980, shall be paid by Lessee.

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## VIII.

Lessee agrees to hold Lessor free and harmless from any liability or responsibility of any nature or description whatsoever, arising out of the use of the leased premises.

## IX.

Lessee obligates itself to pay the rental punctually when due, and failure to pay two (2) successive monthly rentals vests in Lessor the right either to have the said lease cancelled or to make all remaining rentals immediately due and exigible, at Lessor's option.

## X.

Lessee shall not have the right to sublet the premises or assign this lease, in whole or in part, without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

## XI.

Any fixtures, machinery, equipment and other property installed in or attached to the leased premises by and at the expense of Lessee shall remain the property of Lessee, and Lessor agrees that Lessee shall have the right at any time, and from time to time, to remove any and all of said fixtures, equipment and other property.

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Lessee shall leave the premises "broom-clean" and shall leave in a safe condition any wiring to which it had attached its installations and shall cap any water pipes or gas pipes at their junction with the removed fixtures or equipment.

## XII.

Rental due to Lessor in accordance with this lease shall be paid as follows:

S. Ernest Ellender, Sr., Inc. - 50%  
 Mrs. Mary Allen Mc Bride Chauvin - 25 %  
 Mrs. Mary Elizabeth Chauvin Wurzelow  
 subject to the usufruct of Mrs. Mary Allen Mc Bride - 25 %  
 Chauvin

WITNESS THE SIGNATURE of S. ERNEST ELLENDER,

M.D., President of S. ERNEST ELLENDER, SR., INC., at Houma,

Terrebonne Parish, Louisiana, on this 11<sup>th</sup> day of August.

1980, in the presence of the undersigned competent witnesses.

WITNESSES:

J. E. Boudreaux

S. Ernest Ellender, Sr.  
 S. ERNEST ELLENDER, M.D.

Jane A. Diamond

LEASE - Page 8

STATE OF LOUISIANA  
PARISH OF TERREBONNE

BE IT KNOWN that on this 11<sup>th</sup> day of August  
1980, before me, the undersigned authority, duly commissioned,  
qualified and sworn within and for the State and Parish aforesaid,  
personally came and appeared:

S. ERNEST ELLENDER, M.D., appearing herein in his  
capacity as the President of S. ERNEST ELLENDER, SR., INC., to  
me personally known to be the identical person whose name is subscribed  
to the foregoing instrument as the said officer of the said corporation,  
and declared and acknowledged to me, Notary, in the presence of the  
undersigned competent witnesses, that he executed the same on behalf  
of the said corporation with full authority of its Board of Directors, and  
that the said instrument is the free act and deed of the said corporation  
and was executed for the uses, purposes and benefits therein expressed.

WITNESSES:

*J. E. Banderauf*

*S. Ernest Ellender M.D.*  
S. ERNEST ELLENDER, M.D.

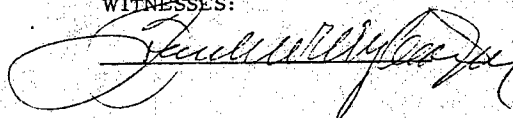
*June A. Diamond*

*James J. Mather*  
NOTARY PUBLIC

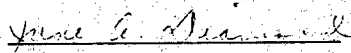
LEASE - Page 9

WITNESS THE SIGNATURE of MRS. MARY ALLEN  
Mc BRIDE CHAUVIN and MRS. MARY ELIZABETH CHAUVIN  
WURZLOW, at Houma, Terrebonne Parish, Louisiana, on this  
11<sup>th</sup> day of August, 1980, in the presence of the  
undersigned competent witnesses.

WITNESSES:



Mrs. Mary Allen Mc Bride Chauvin  
MRS. MARY ALLEN Mc BRIDE  
CHAUVIN



Mrs. Mary Elizabeth Chauvin Wurzlow  
MRS. MARY ELIZABETH CHAUVIN  
WURZLOW

STATE OF LOUISIANA

PARISH OF TERREBONNE

BE IT KNOWN that on this 11<sup>th</sup> day of August,  
1980, before me, the undersigned authority, duly commissioned, qualified  
and sworn within and for the State and Parish aforesaid, personally came  
and appeared:

MRS. MARY ALLEN Mc BRIDE CHAUVIN and MRS. MARY  
ELIZABETH CHAUVIN WURZLOW, to me personally known to be the  
identical persons whose names are subscribed to the foregoing instru-  
ment and that they executed the above and foregoing instrument in the  
presence of the foregoing witnesses as their own free and voluntary act  
and deed, for the uses, purposes and considerations therein expressed.

WITNESSES:

[Signature] Mrs. Mary Allen Mc Bride Chauvin  
MRS. MARY ALLEN Mc BRIDE  
CHAUVIN

[Signature] Mrs. Mary Elizabeth Chauvin  
MRS. MARY ELIZABETH CHAUVIN  
WURZLOW

[Signature]  
NOTARY PUBLIC

WITNESS THE SIGNATURE of LEON H. TOUPS, President  
of DELTA SERVICES, INC., at Houma, Parish  
of Terrebonne, Louisiana, on this 1st  
day of September, 1980, in the presence of the undersigned  
competent witnesses.

WITNESSES:

[Signature]

[Signature]

Leon H. Toups  
LEON H. TOUPS



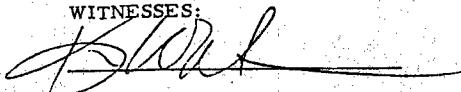
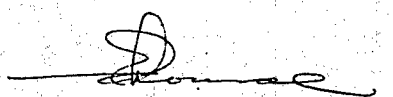
LEASE - Page 11

STATE OF Louisiana  
Parish OF Terrebonne

BE IT KNOWN that on this 1st day of September  
 1980, before me, the undersigned authority, duly commissioned,  
 qualified and sworn within and for the State and Parish/County afore-  
 said, personally came and appeared:

LEON H. TOUPS, appearing herein in his capacity as the  
 President of DELTA SERVICES, INC., to me personally known to be the  
 identical person whose name is subscribed to the foregoing instrument  
 as the said officer of the said corporation, and declared and acknowledged  
 to me, Notary, in the presence of the undersigned competent witnesses,  
 that he executed the same on behalf of the said corporation with full  
 authority of its Board of Directors, and that the said instrument is the  
 free act and deed of the said corporation and was executed for the uses,  
 purposes and benefits therein expressed.

WITNESSES:

Leon H. Toups  
 LEON H. TOUPS

Robert J. Meysant  
 NOTARY PUBLIC

741

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D01089

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RESOLUTION

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RESOLVED that S. Ernest Ellender, M.D., President, be and he is hereby authorized to execute a Lease in favor of Delta Services, Inc. covering and affecting the property described in Exhibit "A" attached hereto; said Lease to be for such period, not to exceed twenty-five (25) years in total, and for such consideration and all such other terms and conditions as the said S. Ernest Ellender, M.D. may, in his sole and uncontrolled discretion, consider proper and sufficient, the corporation hereby approving, confirming and ratifying all that the said President may do or cause to be done in the premises.

CERTIFICATE

I, ERNESTINE B. ELLENDER, Secretary of S. ERNEST ELLENDER, SR., INC., do hereby certify that the foregoing is a true and correct excerpt from the Minutes of a Special Meeting of the Board of Directors held at Houma, Louisiana, on August 11, 1980, at which a quorum was present and that said resolution was passed and that same has not been changed, modified or rescinded.

DATED: August 11, 1980.

*Ernestine B. Ellender*  
ERNESTINE B. ELLENDER  
SECRETARY

EXHIBIT "A"  
TO RESOLUTION OF S. ERNEST ELLENDER,  
SR., INC., DATED August 11, 1980.

A certain tract of land, situated in the Parish of Terrebonne, State of Louisiana, being a part of the Crescent Plantation, and described as follows: Beginning at an iron grate bar, marking corner common to Crescent, Mulberry, and Woodlawn Plantations, also being the Southeast corner of Lot 198 of Crescent Plantation Subdivision; thence N. 7° 32' W. 594.5 feet to intersect center line of cross ditch on left of line, to an iron stake on East side of drainage canal; thence along center line of cross ditch N. 88° 45' W. 156 feet to intersect meander line of headland along Bayou LaCarpe to an iron stake; thence along meander line of headland along Bayou LaCarpe S. 23° W. 388 feet to an iron stake; thence S. 1° W. 341 feet to intersect fence line between Crescent and Mulberry Plantations, at gate post to an iron stake; thence N. 74° E. 408 feet, along fence line between Crescent and Mulberry Plantations, to iron grate bar, point of beginning; containing 4.57 acres exclusive of 0.43 acres, included between the meander of the headland along Bayou LaCarpe and the East bank of Bayou LaCarpe, making a total of five (5) acres and being the South five acres of Lot 198 of Crescent Plantation Subdivision, Terrebonne Parish, Louisiana, and being in Township 17 South, Range 17 East, as shown upon plan attached hereto by Joseph F. Villavaso, C.E., July 2, 1924.

All of the above as more particularly set forth and described as Lot "A" on a map entitled "CHROMALLOY AMERICAN CORPORATION CHROMALLOY NATURAL RESOURCES DIVISION SURVEY OF PROPERTY IN SECTIONS 12, 47, 101 & 104, T17S-R17E, TERREBONNE PARISH, LOUISIANA", made by T. Baker

Smith & Son, Inc., Charles M. Camp,  
LS, dated July 16, 1980, revised July 24,  
1980, a copy of which is annexed hereto  
and made part hereof and identified as  
Exhibit "A".

FILED RECORD  
PARISH OF  
TERREBONNE, LA.

SEP 15 4 32 PM '80

*Mary E. Bonville*  
DEPT. OF REVENUE

633171

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LEASE

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BE IT KNOWN AND REMEMBERED that the following  
Contract of Lease was entered into effective September 1, 1980 at  
12:01 O'Clock A. M., by and between:

S. ERNEST ELLENDER, SR., INC., a corporation  
organized in and doing business in the Parish of Terrebonne, State  
of Louisiana, herein represented by S. Ernest Ellender, M. D.  
President, appearing herein by virtue of a resolution of the Board of  
Directors, dated August 11, 1980, hereto attached and made  
part hereof;

(hereinafter referred to as "LESSOR"); and

DELTA SERVICES, INC., a corporation organized under  
and by virtue of the laws of the State of Delaware, herein represented by  
Leon H. Toups, who acts herein under and by virtue of a resolution of  
the Board of Directors of said corporation, duly adopted at a meeting  
of said Board held on \_\_\_\_\_, 1980, a certified copy of  
which resolution is attached hereto and made part hereof;  
(hereinafter referred to as "LESSEE"),

LEASE - Page 2

W I T N E S S E T H

## I.

Lessor does by these presents hereby let, lease and hire unto Lessee, the following described property, to-wit:

A certain tract of land, located in the Parish of Terrebonne, Louisiana, containing 9.19 acres, and being a part formerly of the Crescent Plantation, being specially designated as Lot "F" containing 3.92 acres and Lot "E" containing 5.27 acres of the Subdivision of Lot 198 of the Crescent Plantation, made by J. C. Waties, C.E., in July, 1923, and which subdivision of said Lot 198 was made by Joseph F. Villavaso, C.E., under Date of April 2, 1925, as per a plan of said subdivision of Lot 198 attached to and made a part of a sale from the Peoples Sugar Company, Inc. to Leopold Matherne, bearing No. 1486 of the Clerk's Office of the Parish of Terrebonne, Louisiana; together with all the rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.

All of the above as more particularly set forth and described as Lot "E" and Lot "F" on a map entitled "CHROMALLOY AMERICAN CORPORATION CHROMALLOY NATURAL RESOURCES DIVISION SURVEY OF PROPERTY IN SECTIONS 12, 47, 101 & 104, T17S-R17E, TERREBONNE PARISH, LOUISIANA", made by T. Baker Smith & Son, Inc., Charles M. Camp, LS, dated July 16, 1980, revised July 24, 1980, a copy of which is annexed hereto and made part hereof and identified as Exhibit "A".

## II.

The primary term of this lease shall be for a period of five (5) years beginning on the first (1st) day of September, 1980 and ending at midnight on the last day of August, 1985.

## III.

The consideration for this lease is the undertaking by the Lessee to perform each and every condition of said lease and the

LEASE - Page 3

payment of a monthly rental of ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS per month, payable on the first (1st) day of each month, in advance, during the primary term.

As a further consideration of this lease, Lessor grants unto Lessee, the right, option and privilege to renew this lease for four (4) consecutive additional periods of five (5) years each, as set forth below:

First Option Period:	September 1, 1985 through August 31, 1990.
Second Option Period:	September 1, 1990 through August 31, 1995.
Third Option Period:	September 1, 1995 through August 31, 2000.
Fourth Option Period:	September 1, 2000 through August 31, 2005.

Lessee obligates himself to give Lessee written notice by Registered Mail, postage prepaid, not less than thirty (30) days before the expiration of this lease or any five (5) year renewal period, of the termination of the lease or of the respective five (5) year renewal period, with the request that the Lessee make known its intention to renew or not to renew for the succeeding additional five (5) year period. Should Lessor fail to give said notice and Lessee remains in possession of the property subsequent to the end of the primary or any additional five (5) year option period, then, in that event, the lease will be considered as having been reconducted for the additional period of five (5) years, and for the consideration fixed for said particular five (5) year period.

667

## IV.

The rental to be paid during the four (4) five (5) year option periods granted herein shall be as follows:

First Option Period:	September 1, 1985 through August 31, 1990 - \$2,000.00 per month.
Second Option Period:	September 1, 1990 through August 31, 1995 - \$2,500.00 per month.
Third Option Period:	September 1, 1995 through August 31, 2000 - \$3,000.00 per month.
Fourth Option Period:	September 1, 2000 through August 31, 2005 - \$3,500.00 per month.

## V.

The property leased herein may be used by Lessee for all lawful purposes.

## VI.

Lessee shall and covenants and agrees that it will during the term of this lease keep and maintain the leased premises and all improvements thereon and all appurtenances thereunto belonging in good condition and repair, ordinary wear, tear, depreciation and damage by fire or other casualty excepted, and keep the same free from filth, nuisance or danger of fire and in all respects and at all times use and maintain said premises so as to fully meet and comply with all health and police regulations and the ordinances and all other laws now in force or which may hereafter be enacted by the Parish of Terrebonne, the State of Louisiana or the Federal Government.

LEASE - Page 5

## VII.

Lessee shall pay all obligations incurred by it in connection with the use of the leased premises, including, but not by way of limitation, all charges for water, gas, electricity and other utilities used on the premises during the term of this lease. Lessor agrees, however, to pay all taxes due and owing on the premises during the entire term of this lease; provided, that any increase in said taxes over and above the amount of taxes which shall become due and payable on December 31, 1980, shall be paid by Lessee.

## VIII.

Lessee agrees to hold Lessor free and harmless from any liability or responsibility of any nature or description whatsoever, arising out of the use of the leased premises.

## IX.

Lessee obligates itself to pay the rental punctually when due, and failure to pay two (2) successive monthly rentals vests in Lessor the right either to have the said lease cancelled or to make all remaining rentals immediately due and exigible, at Lessor's option.

## X.

Lessee shall not have the right to sublet the premises or assign this lease, in whole or in part, without the prior written consent of Lessor, which consent shall not be unreasonably withheld.



LEASE - Page 6

## XI.

Any fixtures, machinery, equipment and other property installed in or attached to the leased premises by and at the expense of Lessee shall remain the property of Lessee, and Lessor agrees that Lessee shall have the right at any time, and from time to time to remove any and all of said fixtures, equipment and other property. Lessee shall leave the premises "broom-clean" and shall leave in a safe condition any wiring to which it had attached its installations and shall cap any water pipes or gas pipes at their junction with the removed fixtures or equipment.

## XII.

Lessee agrees to carry fire insurance, including extended coverage on the building located on the premises leased herein, at Lessee's sole cost and expense. Said coverage shall be in an amount sufficient to assure replacement cost. The policy or policies shall name Lessor as the insured owner.

WITNESS THE SIGNATURE of S. ERNEST ELLENDER, M.D., President of S. ERNEST ELLENDER, SR., INC., at Houma, Terrebonne Parish, Louisiana, on this 11<sup>th</sup> day of August, 1980, in the presence of the undersigned competent witnesses.

WITNESSES:

*[Signature]*

*[Signature]*

*[Signature]*  
S. ERNEST ELLENDER, M.D.

LEASE - Page 7

STATE OF LOUISIANA  
PARISH OF TERREBONNE

BE IT KNOWN that on this 11<sup>th</sup> day of August,  
1980, before me, the undersigned authority, duly commissioned,  
qualified and sworn within and for the State and Parish aforesaid,  
personally came and appeared:

S. ERNEST ELLENDER, M.D., appearing herein in his  
capacity as the President of S. ERNEST ELLENDER, SR., INC., to  
me personally known to be the identical person whose name is sub-  
scribed to the foregoing instrument as the said officer of the said  
corporation, and declared and acknowledged to me, Notary, in the  
presence of the undersigned competent witnesses, that he executed  
the same on behalf of said corporation with full authority of its Board  
of Directors, and that the said instrument is the free act and deed of  
the said corporation and was executed for the uses, purposes and benefits  
therein expressed.

## WITNESSES:

*John E. Boudreau*

*S. Ernest Ellender*  
S. ERNEST ELLENDER, M.D.

*John A. Diamond*

*K. N. W. H. H.*  
NOTARY PUBLIC

671

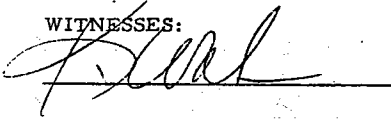
671

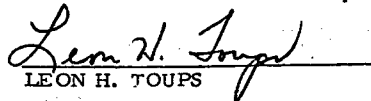
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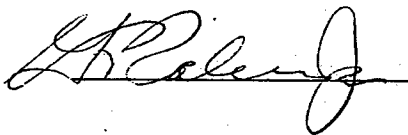
LEASE - Page 8

WITNESS THE SIGNATURE of LEON H. TOUPS, President  
 of DELTA SERVICES, INC., at Houma, Parish  
 of Terrebonne, State of Louisiana, on this 1st  
 day of September, 1980, in the presence of the undersigned  
 competent witnesses.

WITNESSES:



  
 LEON H. TOUPS



STATE OF Louisiana  
Parish OF Terrebonne

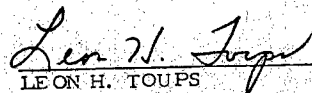
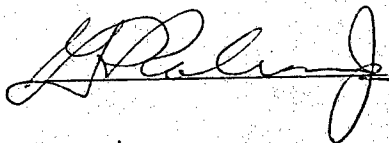
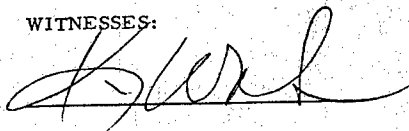
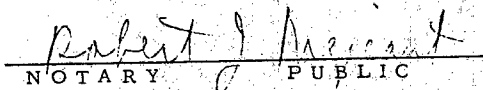
BE IT KNOWN that on this 1st day of September,  
 1980, before me, the undersigned authority, duly commissioned,  
 qualified and sworn within and for the State and Parish/County afore-  
 said, personally came and appeared:

LEON H. TOUPS, appearing herein in his capacity as the  
 President of DELTA SERVICES, INC., to me personally known to be the  
 identical person whose name is subscribed to the foregoing instrument

LEASE - Page 9

as the said officer of the said corporation, and declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he executed the same on behalf of the said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

WITNESSES:

  
LEON H. TOUPS  
NOTARY PUBLIC

673

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D01100

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RESOLUTION

---

RESOLVED that S. Ernest Ellender, M.D., President, be and he is hereby authorized to execute a Lease in favor of Delta Services, Inc. covering and affecting the property described in Exhibit "A" attached hereto; said Lease to be for such period, not to exceed twenty-five (25) years in total, and for such consideration and all such other terms and conditions as the said S. Ernest Ellender, M.D. may, in his sole and uncontrolled discretion, consider proper and sufficient, the corporation hereby approving, confirming and ratifying all that the said President may do or cause to be done in the premises.

---

CERTIFICATE

---

I, ERNESTINE B. ELLENDER, Secretary of S. ERNEST ELLENDER, SR., INC., do hereby certify that the foregoing is a true and correct excerpt from the Minutes of a Special Meeting of the Board of Directors held at Houma, Louisiana, on August 11, 1980, at which a quorum was present and that said resolution was passed and that same has not been changed, modified or rescinded.

DATED: August 11, 1980.

Ernestine B. Ellender  
ERNESTINE B. ELLENDER  
SECRETARY

EXHIBIT "A"  
TO RESOLUTION OF S. ERNEST  
ELLENDER, SR., INC., DATED  
August 11, 1980.

A certain tract of land, located in the Parish of Terrebonne, Louisiana, containing 9.19 acres, and being a part formerly of the Crescent Plantation, being specially designated as Lot "F" containing 3.92 acres and Lot "E" containing 5.27 acres of the Subdivision of Lot 198 of the Crescent Plantation, made by J. C. Waties, C.E., in July, 1923, and which subdivision of said Lot 198 was made by Joseph F. Villavaso, C.E., under Date of April 2, 1925, as per a plan of said subdivision of Lot 198 attached to and made a part of a sale from the Peoples Sugar Company, Inc. to Leopold Matherne, bearing No. 1486 of the Clerk's Office of the Parish of Terrebonne, Louisiana; together with all the rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.

All of the above as more particularly set forth and described as Lot "E" and Lot "F" on a map entitled "CHROMALLOY AMERICAN CORPORATION CHROMALLOY NATURAL RESOURCES DIVISION SURVEY OF PROPERTY IN SECTIONS 12, 47, 101 & 104, T17S-R17E, TERREBONNE PARISH, LOUISIANA", made by T. Baker Smith & Son, Inc., Charles M. Camp, LS, dated July 16, 1980, revised July 24, 1980, a copy of which is annexed hereto and made part hereof and identified as Exhibit "A".

FILED FOR RECORD  
PARISH OF  
TERREBONNE, LA.

SEP 15 2 25 PM '80

*May E. Bonville*  
DEPUTY CLERK OF COURSE

608440

RELEASE OF OIL, GAS AND MINERAL LEASES

STATE OF LOUISIANA  
PARISH OF TERREBONNE

KNOW ALL MEN BY THESE PRESENTS, THAT:

VOYAGER OIL & GAS, a limited partnership, represented herein by C. Barry Greer, President of Voyager Petroleum, Inc., Managing Partner, whose address is P. O. Box 52341, Lafayette, LA 70505, hereinafter referred to as "Assignor", for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby release, relinquish and surrender unto the respective lessors, their heirs, successors and assigns, all of its right, title and interest in and to the Oil, Gas and Mineral Leases described on Exhibit "A" attached hereto and made a part hereof, all of which lands are situated in Terrebonne Parish, Louisiana.

This agreement shall be binding upon the party, its respective heirs, successors, assigns and legal representatives.

IN EVIDENCE WHEREOF, this instrument is executed before the undersigned competent witnesses this 5th day of October, 1979.

WITNESSES:

James O. Bell  
Dennis Leake

VOYAGER OIL & GAS  
Represented by Voyager Petroleum  
General Partner

By

C. Barry Greer  
C. BARRY GREER, PRESIDENT

STATE OF LOUISIANA  
PARISH OF LAFAYETTE

ON THIS 5th day of October, 1979, before me appeared C. BARRY GREER, to me personally known, who, being sworn, did say that he is the General Partner of VOYAGER OIL & GAS, a limited partnership, and that said instrument was signed on behalf of said partnership and said Appearer acknowledged said instrument to be the free act and deed of said partnership.

Berry S. Dandridge  
NOTARY PUBLIC

EXHIBIT "A"

Attached to and Made a Part of That Certain  
Release of Oil, Gas and Mineral Leases dated  
October 5, 1979 by Voyager Oil & Gas

<u>Lease No.</u>	<u>Lessor</u>	<u>Lease Date</u>	<u>Parish Recorded</u>	<u>COB</u>	<u>Entry No.</u>
2540	Pelican Marine Ways, Inc.	11-7-78	Terrebonne 742		587252
2550	Dr. S. Ernest Ellender	11-3-78	Terrebonne 743		587288
2735	Jasper K. Wright, Jr.	2-16-79	Terrebonne 747		590510
2736	Grand Caillou Packing Company	2-16-79	Terrebonne 747		590494
2737	Chronalloy American Corporation	1-22-79	Terrebonne 744		588094
2741	Julius T. Dupont, et al	1-22-79	Terrebonne 742		587264
2745	The South Coast Corporation	1-2-79	Terrebonne 744		588317
2744	T. Baker Smith, Jr., et al	2-1-79	Terrebonne 743		587287

FILED IN RECORD  
PARISH OF  
TERREBONNE, LA.

OCT 9 1 08 PM '79

*May E. Bonnell*  
DEPUTY CLERK OF COURT



THE OIL & GAS LEASE  
 BATH & CHAM  
 FORM 42 CPM NEW SOUTH  
 LOUISIANA (REVISED 1978) POOLING  
 MAY 1 1980

## OIL, GAS AND MINERAL LEASE

558091

THIS AGREEMENT, entered into effective as of January 22, 1979

by and between CHROMALLOY AMERICAN CORPORATION, represented herein by Louis E. Talbot, President of Chromalloy Natural Resources Company, one of its operation Divisions as authorized by Resolution of the Board of Directors of Chromalloy American Corporation dated May 10, 1972 and by Resolution of Chromalloy Natural Resources dated January 21, 1979.  
 herein called "Lessor" (whether one or more) and VOYAGER OIL AND GAS,

P. O. Box 52341, Lafayette, Louisiana 70505

hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of One hundred and other valuable consideration (\$ 100.00 and OVC) hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession, storage and transportation of said minerals (either from said land or acreage pooled therewith), and the right to dispose of salt water, with the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads, pipelines and/or canals thereon for operations hereunder or in connection with similar operations on adjoining land, and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Terrebonne Parish, Louisiana, and described as follows, to-wit:

- TRACT 1: A certain tract or parcel of land situated in Sections 102 and 104 of Township 17 South, Range 17 East, containing 3.71 acres, more or less, and designated as Lot D of the Subdivision of Lot 198 of Crescent Plantation Subdivision, bounded now or formerly as follows: Northwestern by lands of Dr. S. E. Ellender; East by lands of Chromalloy American Corporation; Southeast by lands of Dr. H. P. St. Martin, et al. and Southwestern by lands of Alfred F. Cenac and Dr. H. P. St. Martin, et al.
- TRACT 2: A certain tract or parcel of land situated in Section 104, Township 17 South, Range 17 East, containing 1.09 acres, more or less, and designated as Lot B of a Subdivision of Lot 198 of Crescent Plantation Subdivision, bounded now or formerly as follows: North by lands of H. P. St. Martin, et al.; East by lands of Chromalloy American Corporation; South by lands of Dr. S. E. Ellender and West by lands of V. Deroche.
- TRACT 3: A certain tract of land situated in Section 12, Township 17 South, Range 17 East, being a portion of the Woodlawn Plantation containing 96 acres, more or less, and being bounded now or formerly as follows: North by lands of the T. and N. O. R. R. or assigns of J. E. Ellender property and extending South 2,000 feet in depth on its east and west boundaries being bounded East by lands of Placid Oil Corporation and on the West by Lots A, B, C, D and E of the Subdivision of Lot 198 of Crescent Plantation Subdivision.

Anything to the contrary herein notwithstanding, it is especially understood and agreed that Lessee shall not conduct drilling, producing or other operations upon the surface of the above described land. However, should such operations be conducted upon adjacent lands they shall for all purposes of this lease, have the same effect as if conducted on the land covered by this lease (a) if such operations are conducted upon land pooled and consolidated with land covered by this lease, as provided for in paragraph 2 hereof, or (b) if such operations consist of drilling operations upon or production from any well drilled directionally so as to penetrate and be completed in strata underlying the land covered by this lease.

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All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inhering to Lessor and Lessor's successors and assigns.

For the purpose of calculating the rental payments hereinafter provided for, the above described land is estimated to comprise 100.80 acres, whether it actually comprises more or less.

This lease shall be for a term of Five (5) years and No months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith (or with any part thereof), all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on January 22, 19 80, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith (or with any part thereof), in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2)

pays to the Lessor a rental of One hundred and 00/100 Dollars (\$ 100.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's rights in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods, One hundred and 00/100 Dollars (\$ 100.00) per acre for all or that part of the land held hereunder. Payments may be made to the Lessor or may be mailed or delivered for deposit to

Lessor's credit in the Terrebonne Bank and Trust Bank of Houma, Louisiana which Bank or its successor shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and



fer or inheritance, or with evidence of such change in status or capacity of Lessor or other party owning rights hereunder. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. A sublessee may, as to the Lessor, exercise the rights and discharge the obligations of the Lessee, without joinder of any sublessor. In the event of an assignment of the lease as to a segregated portion of the land, delay rentals shall be apportioned among the several leasehold owners according to the surface area of each, and default in payment by one shall not affect the rights of others. Any owner of rights under this lease may pay the entire rental payable hereunder and such payment shall be for the benefit of those holding leasehold rights hereunder. If at any time two or more persons are entitled to participate in the rental payable hereunder, Lessee may pay or tender said rental jointly to such persons or to their joint credit in the depository named herein; or, at Lessee's election, the proportionate part of said rental to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository and payment or tender to any participant of his portion of the rentals hereunder shall maintain this lease as to such participant.

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's right to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event the Lessor at any time during or after the primary term considers that operations are not being conducted as that royalties have not been paid in compliance with this lease, Lessor shall notify Lessee by registered mail of the facts relied upon as constituting a breach hereof, and Lessee shall have sixty (60) days after receipt of such notice in which to commence operations or make such payments that are then legally necessary to comply with the requirements hereof. The service of said notice and the lapse of sixty (60) days without Lessee meeting or commencing to meet the alleged breaches shall be a condition precedent to any action by Lessor for any cause hereunder. It is provided, however, that after production of oil, gas, sulphur or other mineral has been obtained from the land covered hereby or land pooled therewith (or with any part thereof), this lease shall not be subject to forfeiture or loss, either in whole or in part, for failure to comply with the express or implied obligations of this contract (except for failure to pay royalties after demand as above set forth) until after final judicial ascertainment of said forfeiture and Lessee has been given a period of sixty (60) days after such final judicial ascertainment to prevent such loss or forfeiture by complying with and discharging the obligations as to which Lessee has been judicially determined to be in default.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners join in the granting of this lease; and the failure of any party named herein as Lessor to sign this lease shall not affect its validity as to those whose signatures appear hereon or on a counterpart hereof.

13. The requirements hereof shall be subject to any State and/or Federal law or order regulating operations on the land. It is further agreed that should Lessee be prevented from complying with any expressed or implied covenants of this lease, from conducting drilling or reworking operations thereon, or from producing oil, gas or other mineral therefrom by reason of scarcity or inability, after effort made in good faith, to obtain equipment or material or authority to use same, or by failure of carriers to transport or furnish facilities for transportation, or by operation of force majeure, any Federal or State law, or any order, rule or regulation of governmental authority, or other cause beyond Lessee's control, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil, gas or other mineral from the leased premises and the time while Lessee is so prevented shall not be counted against Lessee.

14. Anything to the contrary herein notwithstanding, it is provided that if any portion of the lands held hereunder should be unitized in any manner with other lands, then unit drilling or reworking operations on or unit production from any unit shall only maintain this lease as to the land included in such unit. Lessee may continue to maintain the rights granted as to any land in a unit in any manner herein elsewhere provided, including the resumption or commencement of rental payments (including shut in gas payments) as to any such land. When this lease is being maintained by operations or production as above provided for as to the land in a unit or units, the lease may also be maintained as to all or any part of the land not included in any such unit or units by payment of that proportion of the rentals attributable on an acreage basis to such land, such proportionate payments to be commenced or resumed in the manner and within the time hereinafter provided in connection with shut in gas wells (with the date of commencement of unit operations or unit production, whichever occurs first, being equivalent to a date of discontinuance of operations); and Lessee's rights hereunder may be so maintained by rental payments during and for five years after the end of the primary term. Non-unit drilling operations or non-unit reworking operations or nonunitized production hereunder shall maintain Lessee's rights as to all the land subject to this lease, including any portion thereof embraced in a unit area, all in the same manner as is herein elsewhere provided for maintaining Lessee's rights hereunder. The date of the commencement of unit drilling or reworking operations or unit production, whichever occurs first, shall be considered equivalent to a date of cessation of production from land outside of such unit or units for the sole purpose of fixing a delay for the commencement of such operations or production as may be required, under the other provisions of this lease, to prevent forfeiture of the lease as to such outside land. It is further provided that unitization of any portion of the lands held hereunder shall not affect Lessee's right to maintain this lease by commencement or resumption of shut in gas payments as herein elsewhere provided for; and any such shut in gas payment which Lessee elects to make (whether or not the shut in well be a unit well and whether it be within or without the boundaries of a unit) shall be either based on and maintain Lessee's rights in all the land then covered hereby, or shall be that proportion of the rental payment attributable on an acreage basis to, and shall maintain Lessee's rights in, any part of the land held hereunder as to which this lease is not being otherwise maintained by operations, production or rental payments as herein elsewhere provided.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

*W.C. Taylor*  
*Fancy L. Matthews*

CHROMALLOY AMERICAN CORPORATION,  
represented herein by Louis E. Talbot,  
President of Chromalloy Natural Resources  
Company

*Louis E. Talbot*  
LOUIS E. TALBOT

STATE OF \_\_\_\_\_ }  
 PARISH (OR COUNTY) OF \_\_\_\_\_ }  
 On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_  
 to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the  
 same as \_\_\_\_\_ free act and deed.

\_\_\_\_\_  
 Notary Public.

STATE OF \_\_\_\_\_ }  
 PARISH (OR COUNTY) OF \_\_\_\_\_ }  
 On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_  
 to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the  
 same as \_\_\_\_\_ free act and deed.

\_\_\_\_\_  
 Notary Public.

STATE OF LOUISIANA }  
 PARISH OF \_\_\_\_\_ }  
 BEFORE ME, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_  
 who, being by me duly sworn, stated under oath that \_\_\_\_\_ was one of the subscribing witnesses to the foregoing instrument and  
 that the same was signed by \_\_\_\_\_

(Lessor, as above mentioned) in \_\_\_\_\_ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
 Notary Public in and for \_\_\_\_\_ Parish, Louisiana.

STATE OF LOUISIANA }  
 PARISH OF \_\_\_\_\_ }  
 BEFORE ME, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_  
 who, being by me duly sworn, stated under oath that \_\_\_\_\_ was one of the subscribing witnesses to the foregoing instrument and  
 that the same was signed by \_\_\_\_\_

(Lessor, as above mentioned) in \_\_\_\_\_ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
 Notary Public in and for \_\_\_\_\_ Parish, Louisiana.

#### CORPORATION ACKNOWLEDGMENT

STATE OF LOUISIANA  
 PARISH (OR COUNTY) OF TERREBONNE  
 ON THIS 12TH day of FEBRUARY, 19\_\_\_\_, before me, appeared LOUIS E. TALBOT  
 to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT  
 of the CHROMALLOY NATURAL RESOURCES CO. and that said instrument was signed in behalf of said corporation by  
 authority of its Board of Directors and said LOUIS E. TALBOT acknowledged said instrument to  
 be the free act and deed of said corporation.

Jeannette  
 Notary Public.

No. \_\_\_\_\_  
**Oil, Gas  
 and Mineral Lease**  
 (LOUISIANA)  
 FROM \_\_\_\_\_  
 TO \_\_\_\_\_  
 Dated \_\_\_\_\_, 19\_\_\_\_  
 No. of Acres \_\_\_\_\_  
 Parish, Louisiana \_\_\_\_\_  
 Term \_\_\_\_\_  
 This instrument was filed for record on the \_\_\_\_\_  
 day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_  
 o'clock \_\_\_\_\_ M., and duly recorded in  
 Book \_\_\_\_\_, Page \_\_\_\_\_  
 of the records of this office.  
 By \_\_\_\_\_, Deputy

NOTARY PUBLIC  
 STATE OF LOUISIANA  
 FORM NO. 100-1  
 REV. 1-64

## RESOLUTION

Houma, Louisiana

January 21, 1979

At a meeting of the Board of Directors of the Corporation of Chromalloy Natural Resources Company,  
a division of Chromalloy American Corporation  
 held at its domicile on the above date, the following resolution was  
 offered and adopted:

Resolved, That Louis E. Talbot, President  
 of this corporation, be and he is hereby authorized to execute an oil, gas and mineral lease to  
Voyager Oil and Gas

Lessee, covering the following described land situated in Terrebonne  
 Parish, Louisiana, to-wit:

- TRACT 1: A certain tract or parcel of land situated in Sections 102 and 104 of Township 17 South, Range 17 East, containing 3.71 acres, more or less, and designated as Lot D of the Subdivision of Lot 198 of Crescent Plantation Subdivision, bounded now or formerly as follows: Northwesterly by lands of Dr. S. E. Ellender; East by lands of Chromalloy American Corporation; Southeasterly by lands of Dr. H. P. St. Martin, et al. and Southwesterly by lands of Alfred F. Cenac and Dr. H. P. St. Martin, et al.
- TRACT 2: A certain tract or parcel of land situated in Section 104, Township 17 South, Range 17 East, containing 1.09 acres, more or less, and designated as Lot B of a Subdivision of Lot 198 of Crescent Plantation Subdivision, bounded now or formerly as follows: North by lands of H. P. St. Martin, et al.; East by lands of Chromalloy American Corporation; South by lands of Dr. S. E. Ellender and West by lands of V. Deroche.
- TRACT 3: A certain tract of land situated in Section 12, Township 17 South, Range 17 East, being a portion of the Woodlawn Plantation containing 96 acres, more or less, and being bounded now or formerly as follows: North by lands of the T. and N. O. R. or assigns of J. E. Ellender property and extending South 2,000 feet in depth on its east and west boundaries being bounded East by lands of Placid Oil Corporation and on the West by Lots A, B, C, D and E of the Subdivision of Lot 198 of Crescent Plantation Subdivision.

said lease to be executed for such consideration and to contain such terms and provisions, including pooling provisions, as the said Louis E. Talbot  
President, in his judgment may deem necessary or advisable.

BE IT FURTHER RESOLVED: That the said Louis E. Talbot  
 be and he is hereby authorized to collect and give valid receipt for the cash consideration paid for any lease executed and to receive and receipt for any rentals that may be paid under its provisions and to execute such additional documents as may be necessary in order to carry out the provisions of this resolution, including any amendments or extensions of any such lease that he, in his judgment, may deem necessary or advisable, all on such terms and for such consideration, cash or otherwise, as he may determine in his sole discretion.

I, W. C. Taylor, III, Secretary of Chromalloy Natural Resources Company  
 Corporation, hereby certify that the foregoing is a true and correct copy of resolution adopted by the Board of Directors of said corporation on the date hereinabove set out. I further certify that due and legal notice of said meeting was given by publication and that a quorum of said Board was present and participated in said meeting.  
 TERREBONE, LA.

Houma FEB 16 8 56 AM '79

January 21, 1979

(Seal)

*W. C. Taylor, III*  
 DEPUTY CLERK OF COURT Secretary.

515

545646

JOHNNY WINSLOW, SR.  
VERSUS NUMBER 44,696

32ND JUDICIAL DISTRICT COURT  
PARISH OF TERREBONNE

GOODYEAR TIRE AND RUBBER COMPANY,  
HELDENBRAND, INC, TRAVELERS  
INSURANCE COMPANY, LIBERTY MUTUAL  
INSURANCE COMPANY and FLOYD SMITH STATE OF LOUISIANA

J U D G M E N T

Pursuant to a previous fixing this matter came before the Court on the 10th day of August, 1977 as a Motion to Compel Discovery by Inspection of Premises.

APPEARERS: JOHNNY WINSLOW, SR., petitioner, through his attorneys, R. SCOTT RAMSEY, JR. and ROBERT J. DAVID  
and

HELDENBRAND, INC., through its attorney, ALFRED SMITH LANDRY (absent)

The Court, after considering the applicable law, evidence, pleadings and argument of counsel and being of the opinion that the same is in favor of the petitioner and against the defendant, sets down the following order:

IT IS HEREBY ORDERED that HELDENBRAND, INC. be and hereby is ordered to allow the petitioner, JOHNNY WINSLOW, SR., his attorneys and experts, to inspect the physical facilities of HELDENBRAND, INC located at 2400 East Park Avenue, Houma, Terrebonne Parish, Louisiana, and to photograph and inspect any and all equipment thereon located subject however to the limitation that the petitioner and his representatives shall not photograph equipment or processes of HELDENBRAND, INC. which are protected by patent or trade secret laws or rights. Said inspection shall take place at a mutually agreed upon date, in no case shall it be later than two (2) months after the date of the signing of this order.

IT IS HEREBY FURTHER ORDERED that HELDENBRAND, INC. be and hereby is ordered to pay unto petitioner, JOHNNY WINSLOW, SR., the sum of Eight Hundred Fifty and NO/100 (\$ 850.00) Dollars representing the cost of having his expert, Dr. William H. TONN, C. flown in from Houston to inspect the premises of HELDENBRAND, INC. The right to petition this Court to make the defendant, HELDENBRAND, INC., pay additional amounts of reasonable expenses incurred in

Page 2

connection with the fees of Dr. William H. Tonn, Jr., C.E., is hereby reserved to the plaintiff.

IT IS HEREBY FURTHER ORDERED that HELDENBRAND, INC. be and hereby is ordered to pay unto the attorneys of JOHNNY WINSLOW, SR., R. SCOTT RAMSEY, JR. and ROBERT J. DAVID, the sum of Three Hundred and NO/100 (\$ 300.00) Dollars representing their fees incurred in connection with the filing and prosecution of the Motion to Compel Discovery by Inspection of Premises. HELDENBRAND, INC. is further hereby ordered to pay all Court costs incurred as a result of the filing and prosecution of the aforementioned motion.

Houma, Terrebonne Parish, Louisiana, this 18<sup>th</sup> day of

August, 1977.

Ashby W. Pettigrew, Jr.  
HONORABLE ASHBY W. PETTIGREW, JR.  
32ND JUDICIAL DISTRICT COURT JUDGE

STATE OF LOUISIANA  
PARISH OF TERREBORNE  
I HEREBY CERTIFY that the within and foregoing is a true copy of the original on file in this office and recording on AUG 26 1977  
at the clerk's office of Terrebonne  
Book No. 12 Page 1 of one volume  
Entry No. 12-1  
Office of Clerk of Court and Recorder,  
Houma, Louisiana  
James J. Beuchamp  
Deputy Clerk of Court

FILED

AUG 26 1977  
James J. Beuchamp  
DEPUTY CLERK OF COURT  
PARISH OF TERREBORNE, LA.



742985-001

LA-S-63

## OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of January 14 1971, 19 71,  
 between DELTA IRON WORKS, INC. herein represented by R. H. Marmande its President, duly  
authorized by resolution of its Board of Directors dated January 13, 1971, and attached  
hereto

herein called LESSOR (whether one or more), whose address is Highway No. 661, Houma, Louisiana

and HUMBLE OIL & REFINING COMPANY

herein called LESSEE.

## WITNESSETH:

Lessor, in consideration of Three Hundred Fifty-Four and 50/100----- Dollars (\$354.50),  
 hereby leases exclusively unto Lessee, for the purpose of investigating, exploring, prospecting, drilling, and mining for and producing oil, gas,  
 sulphur, and all other minerals (including salt and salt brine) for laying pipe lines, dredging and maintaining canals, and constructing and main-  
 taining roads and bridges; building tanks, power stations, telephone lines, and other structures thereon and on, over, and across lands owned or  
 claimed by Lessor adjacent or contiguous thereto to produce, save, store, take care of, measure, treat, transport, and own said products, for  
 housing its employees, and, in general, for all appliances or structures, equipment, servitudes, and privileges which may be necessary, useful, or  
 convenient to or in connection with any such operations conducted by Lessee thereon or on land pooled or unitized therewith or on any contiguous  
 or adjacent lands, the following described land in Terrebonne Parish, Louisiana, to-wit:

The certain tract of land located in T17S-R17E, Section 104  
 of a Sub-Division of Lot 198 of Crescent Plantation Sub-Division, bounded now or  
 formerly North by Lands of H. P. St. Martin, et al, East by lands of South Coast  
 Corporation, South by lands of Dr. S. E. Ellender and West by lands of V. Deroche,  
 containing 1.09 acres.

Tract No. 2 - A certain tract of land located in T17S-R17E, Sections 102 and 104  
 being Lot D of a Sub-Division of Lot 198 of Crescent Plantation Sub-Division bounded  
 now or formerly: Northwesterly by lands of Dr. S. E. Ellender, East by lands of South  
 Coast Corporation, Southeasterly by lands of Dr. H. P. St. Martin, et al and South-  
 westerly by lands of Alfred F. Cenac and Dr. H. P. St. Martin, et al, containing 3.71  
 acres.

Tract No. 3 - A certain tract of land located in T17S-R17E, Section 47 and being  
 bounded now or formerly North by lands of Dr. S. E. Ellender, East by lands of South  
 Coast Corporation and West and Southwesterly by lands of LaTerre Company, Inc., being  
 the same property acquired from Nellie Bond, et al, containing 9.38 acres.

The lessee will not conduct drilling operations on the acreage covered by this lease;  
 however, lessee may develop the lease acreage by directional drilling, or place all  
 or any part of said acreage in a unit.

All land owned by the Lessor adjacent to the land particularly described above, all land owned by Lessor in the above mentioned Section  
 or Sections or Surveys, all property acquired by prescription, and all accretion or alluvion now or later attached to and forming a part of said land  
 are included herein, whether or not properly or specifically described. For the purpose of calculating the rental payments hereinafter provided for,  
 the above described land is estimated to comprise 14.18 acres, whether it actually comprises more or less.

Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately  
 attach to and affect any and all rights, title, and interests in the land covered by this lease, including reversionary mineral rights, hereafter  
 acquired by or inuring to Lessor and Lessor's successors and assigns. If any reduction in rentals shall have previously been made, such addi-  
 tional interest shall be considered in computation of delay rentals starting with the delay rental payment date next ensuing more than forty-five  
 (45) days after receipt by Lessee of written notice from Lessor of the acquisition and extent of such additional interest and the manner of such  
 acquisition.

Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on  
 said land, including the right to draw and remove all casing. When required in writing by Lessor, Lessee will bury all pipe lines below ordinary  
 plow depth; and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

Subject to the other provisions herein contained, this lease shall be for a period of Five (5) years from the effective date hereof (called  
 "primary term") and as long thereafter as (1) oil, gas, sulphur, or some other mineral is produced from or drilling operations are conducted on  
 either the land hereunder or land pooled therewith (or with any part thereof) or (2) it is maintained in force in any other manner herein provided.

1. This lease shall terminate on January 14, 19 72, unless on or before  
 said date the Lessee either (1) commences operations for the drilling of a well on the land or on acreage pooled therewith (or with any part  
 thereof) in search of oil, gas, or other minerals and thereafter continues such operations and drilling to completion or abandonment or (2) pays or  
 tenders to the Lessor a rental of Three Hundred Fifty-Four and 50/100----- Dollars (\$ 354.50 ),  
 which payment or tender shall maintain Lessee's rights in effect as to such land without drilling operations for one year from the date last above  
 mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve-month periods (during the  
 primary term) by paying or tendering to Lessor, on or before the beginning of such respective periods Three Hundred Fifty-Four and  
50/100----- Dollars (\$ 354.50 ). Payments or tenders of rentals may

be mailed or delivered to the Lessor or may be mailed or delivered for deposit to Lessor's credit in the National Bank of Commerce  
New Orleans, Louisiana, which bank or its



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Lessee shall have the right (in accordance with prudent lease operations) to inject gas, liquid, brine, or other gaseous, fluid, or solid substances or any combination thereof into any subsurface stratum or strata; and no royalties shall be due or computed on oil, gas, or other minerals produced by Lessee and injected into any subsurface stratum or strata through a well or wells located either on the land or on a pooled unit containing all or a part of the land.

8. All provisions hereof shall inure to the benefit of and bind the successors and assigns (in whole or in part) of Lessor and Lessee (whether by sale, inheritance, assignment, sublease, or otherwise), but, regardless of any actual or constructive knowledge or notice thereof, no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor or any other owner of rights hereunder, whether resulting from the sale or other transfer, inheritance, interdiction, emancipation, attainment of majority, or otherwise, shall impose any additional burden on Lessee or be binding on Lessee for making any payment hereunder, unless at least forty-five (45) days before any such payment is due the record owner of this lease shall have been furnished with certified copy of recorded instrument or judgment evidencing such sale, transfer, or inheritance or with evidence of such change in status or capacity of Lessor or other party owning rights hereunder. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. A sublessee may, as to the Lessor, exercise the rights and discharge the obligations of the Lessee without joinder of any sublessor. In the event of an assignment of the lease as to a segregated portion of the land, delay rentals shall be apportioned among the several leasehold owners according to the surface area of each; and default in payment by one shall not affect the rights of others. Any owner of rights under this lease may pay the entire rental payable hereunder, and such payment shall be for the benefit of those holding leasehold rights hereunder. If at any time two or more persons are entitled to participate in the rental payable hereunder, Lessee may pay or tender said rental jointly to such persons or to their joint credit in the depository named herein or, at Lessee's election, the proportionate part of said rental to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository; and payment or tender to any participant of his portion of the rentals hereunder shall maintain this lease as to such participant.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage, or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not), rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties provided for herein. Should any interest in said land be claimed adversely to Lessor, whether judicially or otherwise, Lessee shall have the right to acquire such interest or a lease or leases thereon, and, in event of failure of title, Lessor shall not be entitled to royalties on any such interest which is not owned by him; and, in the event the land above described, any part thereof, or an interest therein or in the royalties payable hereunder is claimed, whether judicially or otherwise, by a person or persons other than the Lessor, Lessee shall have the right to withhold, without liability for interest thereon, payment of royalties on production therefrom or to deposit such royalties in the registry of a court of competent jurisdiction until final determination of Lessor's rights.

10. In the event the Lessor at any time considers that Lessee is not fulfilling its express or implied obligations hereunder, Lessee shall have sixty (60) days after receipt of such notice in which to take such action as is then legally necessary to comply with the requirements hereof. The service of said notice and the lapse of sixty (60) days without Lessee meeting or commencing to meet the alleged breaches shall be a condition precedent to any action by Lessor for any cause hereunder. It is provided, however, that, after production of oil, gas, sulphur, or other mineral has been obtained from the land covered hereby or land pooled therewith (or with any part thereof), this lease shall not be subject to forfeiture or loss, either in whole or in part, for failure to comply with the express or implied obligations of this contract, except after final judicial ascertainment of such failure and after Lessee has been given a period of sixty (60) days after such final judicial ascertainment to prevent such loss or forfeiture by complying with and discharging the obligations as to which Lessee has been judicially determined to be in default.

11. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party so signing, regardless of whether all of the owners join in the granting of this lease; and the failure of any party named herein as Lessor to sign this lease shall not affect its validity as to those whose signatures appear hereon or on a counterpart hereof.

12. The requirements hereof shall be subject to any State and/or Federal law or order regulating operations on the land. It is further agreed that, should Lessee be prevented from complying with any express or implied covenants of this lease, from conducting drilling or reworking operations thereon, or from producing oil, gas, or other mineral therefrom by reason of scarcity or inability after effort made in good faith to obtain equipment or material or authority to use same, or by failure of carriers to transport or furnish facilities for transportation, or by operation of force majeure, any Federal or State law, or any order, rule, or regulation of governmental authority, or by any other cause beyond Lessee's control, then, while so prevented, Lessee's obligation to comply with such covenants shall be suspended; and Lessee shall not be liable for damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil, gas, or other mineral from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed on the \_\_\_\_\_ day of \_\_\_\_\_, 1974.

WITNESSES:

*Eugene A. Johnson*

DELTA IRON WORKS, INC.  
herein represented by:

*R. H. Marmande*  
R. H. MARMANDE  
its duly authorized President

STATE OF LOUISIANA

PARISH OF Orleans

BEFORE ME, the undersigned Notary Public, on this day personally appeared Dwight N. Johnson who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by R. H. Marmande President Delta Iron Works Inc

(Lessor, as above mentioned) in his presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me  
MICHAEL C. McKEOGH

Notary Public, Parish of Orleans, State of La.

My Commission is issued as NOTARY PUBLIC, in and for

Parish, Louisiana

STATE OF LOUISIANA

PARISH OF

BEFORE ME, the undersigned Notary Public, on this day personally appeared

## RESOLUTION

742995-001

BE IT RESOLVED, by the Board of Directors of DELTA IRON WORKS, INC., that R. H. Marmande, President of said Delta Iron Works, Inc., be and he hereby is, authorized and empowered to execute one certain oil, gas and mineral lease, in favor of Humble Oil and Refining Company, bearing upon the following described property:

- (1) A certain tract of land located in T17S, R17E, Section 104, being Lot B of a Sub-Division of Lot 198 of Crescent Plantation, bounded now or formerly on the North by lands of H.P. St. Martin et als, East by Lands of South Coast Corporation, South by lands of Dr. S.E. Ellender and West by lands of V. Deroche, said tract containing 1.09 acres.
- (2) A certain tract of land located in T17S, R17E, Sections 102 and 104, being Lot D of a Sub-Division of Lot 198 of Crescent Plantation Sub-Division, bounded now or formerly by lands of Dr. S.E. Ellender on the Northwestern side; East by lands of South Coast Corporation, Southeastly by lands of Dr. H.P. St. Martin, and Southwesterly by lands of Alfred F. Cenac and Dr. H.P. St. Martin et al, said tract containing 3.71 acres.
- (3) A certain tract of land located in T17S, R17E, Section 47, and being bounded now or formerly on the North by lands of Dr. S.E. Ellender, East by lands of South Coast Corporation; West and Southwesterly by lands of La Terre Company, Inc. Being the same property acquired from Nellie Bond et al, and containing 9.38 acres.

BE IT FURTHER RESOLVED, by the said Board of Directors of DELTA IRON WORKS, INC., that R.H. Marmande, acting in his said capacity, be further authorized and fully empowered to agree to the required terms and conditions of the lease agreement, to sign and execute the required documents, and generally to do and perform any and all acts that may be necessary in the premises. "

FILED FOR RECORD

JUL 14 6 59 PM 1971  
*Patricia L. Chauvin*  
 CLERK OF COURT  
 PARISH OF  
 TERREBONNE, LA.

ATTEST:

*R. H. Marmande*  
 Vice-Chairman of the Board

" I hereby certify that the foregoing resolution is a true and accurate copy of that adopted by the Board of Directors of DELTA IRON WORKS, INC. through a consent resolution executed unanimously by all members of the said Board in the month of January, A.D. 1971, " on the 13th day. "

*Lloyd LeBlanc*  
 Lloyd LeBlanc, Asst. Secretary

Recorded JUL 14 1971

*Patricia L. Chauvin*  
 Clerk

## RIGHT-OF-WAY GRANT

STATE OF LOUISIANA  
PARISH OF TERREBONNE

386766

KNOW ALL MEN BY THESE PRESENTS:

That Delta Iron Works, Inc., a resident of the Parish of Terrebonne, State of Louisiana, of full age of majority, hereinafter referred to as "GRANTOR", does by these presents grant, unto WATERWORKS DISTRICT NO. 2 OF THE PARISH OF TERREBONNE, STATE OF LOUISIANA, a public corporation and political sub-division created, organized and existing under the Laws of the State of Louisiana, herein represented by its duly authorized and empowered President, hereinafter referred to as "GRANTEE", a servitude to construct, lay, maintain and operate a water line across the following described property, to-wit:

A strip of land having a width of 10' and running in a generally easterly and westerly direction for a distance of  $\pm$  1950' across Grantor's property. Said strip of land being bounded on the west by Dr. S. E. Ellender, on the north by Industrial Boulevard, on the east by Placid Oil Co., and on the south by other properties of Grantor, all as is shown on the attached plat.

It is understood that this is merely the grant of a servitude and will in no way affect the minerals underlying the said property.

The GRANTEE agrees and stipulates that it will lay said water lines to a proper depth, will refill all ditches dug therefor and will repair all damages to said property resulting from said water lines. The GRANTOR agrees and stipulates that the GRANTEE will have free access of egress and ingress for the purposes herein stipulated, that no structures will be erected interfering with the grant hereby made; and that the grant herein provided for will be perpetual or for so long as the same is used for the purposes herein stipulated.

The consideration for this grant is the benefits and advantages which the GRANTOR and said property will receive and derive from the completion, installation and operation of a waterworks system by the GRANTEE, and also other good and valuable considerations.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed in triplicate on the 31st day of August, 1970.

WITNESSES:

Russell Poineau  
General Manager

DELTA IRON WORKS, INC.

R. H. Marmande  
GRANTOR President  
P. O. Box 1431, Houma, La. 70360  
Address

WITNESSES:

Russell Poineau  
General Manager

WATERWORKS DISTRICT NO. 2 OF THE PARISH  
OF TERREBONNE, STATE OF LOUISIANA

By: Ray C. Lechevalier  
President

STATE OF LOUISIANA  
PARISH OF TERREBONNE

BEFORE ME, the undersigned Notary Public, on this day personally came and appeared:

Russell Poineau

who, being first duly sworn by me, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by R. H. Marmande GRANTOR, in his presence and in the presence of the other subscribing witness.

SWORN TO AND SUBSCRIBED BEFORE ME,

ON THIS 2nd DAYOF Sept 2 1970

Ray C. Lechevalier  
Notary Public

STATE OF LOUISIANA  
PARISH OF TERREBONNE

BEFORE ME, the undersigned Notary Public, on this day personally came and appeared:

who, being first duly sworn by me, stated under oath that he, is the President of the Board of Waterworks Commissioners of Waterworks District No. 2 of the Parish of Terrebonne, State of Louisiana, and that the foregoing instrument was signed in behalf of said Waterworks District by authority of the Board of Waterworks Commissioners.

SWORN TO AND SUBSCRIBED BEFORE ME,

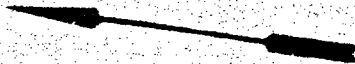
ON THIS 2nd DAYOF Sept 2 1970

Ray C. Lechevalier  
Notary Public

Recorded SEP 2 1970

Ray C. Lechevalier  
Clerk

D01117



319

D01118

THE SOUTH EAST CORNER

A - 15.00' E. 35.67'  
N. 12° 16' 00" E. 35.65.73'

S. 10° 10' 00" W. 1,585.00'  
2 - 10.00' W. 1,585.00'

SURVEY OF A CERTAIN TRACT  
OF LAND BELONGING TO  
DELTA IRON WORKS, INCORPORATED  
CONTAINING 90.849 AC.  
LOCATED IN SECTION 12, T17S-R17E  
PARISH OF TERREBONNE, LOUISIANA  
December 19, 1967 Scale: 1"=100'

S. 10° 10' 00" W. 2,299.30'  
2 - 10.00' W. 2,299.30'

N. 12° 16' 00" E. 35.65.73'  
2 - 10.00' W. 1,585.00'

DELTA IRON WORKS, INCORPORATED

OFFICE OF  
E. M. H. HIGGINS, JR.  
SURVEYOR  
HOUMA, LOUISIANA

APPROVED: *Edmond C. Higgins*  
10 MAY 1968

FILED FOR RECORD

SEP 24 2 25 PM 1968

Notary Public

STATE OF LOUISIANA

CLERK OF COURT

PARISH OF ORLEANS

TERREBONNE, LA

On this 10 day of July, 1968, before me personally appeared ROBERT L. WOLFF, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

*Julius E. Bally*  
Notary Public

Recorded SEP 24 1968

*John H. Boudreau*, Clerk

## SERVITUDE AND RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, A. ST. MARTIN COMPANY, LTD., a Louisiana corporation domiciled in the Parish of Terrebonne, Louisiana, represented herein by

duly authorized to act

herein, is the owner of the following described property:

"A Certain tract of land, situated in the Parish of Terrebonne, Louisiana, being a part of the Crescent Plantation, and described as Lots "G" and "H" of the Subdivision of Lot 198 of the Crescent Plantation, containing 3.81 acres and 3.50 acres, respectively, more or less; the said Lot 198 being shown on a plan of Subdivision of the Crescent Plantation made by J. C. Wattles, Civil Engineer, in July 1923, on file in the office of the Clerk of Court, and Lots "G" and "H" of Lot 198 being shown on a plan of Subdivision of the said Lot 198, made by Joseph F. Villavaso, Civil Engineer, on April 2, 1925, said plan being annexed to and made part of an act of sale from Peoples Sugar Company, Inc. to Leopold Matherne, executed on April 6, 1925, and recorded in Conveyance Book 82, folio 326, et seq., the original whereof, together with the plan, are to be found in Volume 117 of Original Acts under Entry No. 1486; said two tracts forming one composite tract and being bounded as follows: on the West side by property of Julius Dupont and Blum & Bergeron, on the North side by the Texas & New Orleans Railroad; on the South side by Bayou LaCarpe, and on the East side by property of Dr. S. Ernest Ellender, together with all the rights, ways, privileges, and servitudes thereunto belonging or in anywise appertaining.

LESS AND EXCEPTING a 50-foot strip sold along the North boundary of Lot "G" to South Coast Company, on October 21, 1929, by act on file in the Clerk's Office; recorded in Conveyance Book 92, folio 112 et seq."

NOW, THEREFORE, the said A. St. Martin Company, Ltd., (hereinafter sometimes referred to as Grantor) does for a good and valuable consideration, and particularly the benefits and advantages to be derived from the construction, operation and maintenance of a public roadway and the enhanced value resulting to the properties of Grantor, the receipt, existence, and sufficiency of which is hereby acknowledged, hereby grant, donate, confirm, transfer and deliver unto TERREBONNE PARISH POLICE JURY, a political corporation, existing under and by virtue of the Constitution and laws of the State of Louisiana, its successors and assigns, and does hereby dedicate to



the public, for the establishment and maintenance of a public roadway, a servitude and right of way over and across the following described portion of its properties and lands as hereinabove described, to-wit:

That servitude and right of way as shown and depicted on "Map Showing Proposed Right of Way Across Portions of Lots E, F, G, H, I, J, and K of the Subdivision of Lot 198 of the Subdivision of Crescent Plantation, Terrebonne Parish, Louisiana", dated November 26, 1963 and prepared by Edward C. McGee, Jr., Surveyor, copy of which is annexed hereto and made part hereof, the said lands subject to the said servitude and right of way being more fully described as follows:

Commencing at Point "I" on the said map, the said Point "I" being located on the eastern right of way line of proposed right of way connecting Louisiana State Highway 661 and Louisiana State Highway 57; thence N 54° 12' 8" E a distance of 76.45 feet to Point "C"; thence S 50° 19' 52" E a distance of 268.50 feet to Point "D"; thence S 54° 12' 8" W a distance of 76.45 feet to Point "H"; thence N 50° 19' 52" W a distance of 268.50 feet to Point "I" the point of beginning.

1. This grant and dedication is conditioned upon the said Police Jury constructing the said roadway and assuming the maintenance and policing thereof, all at its own cost and expense and at no cost or expense to Grantor, it being further agreed and understood that should the right herein granted not be exercised, in whole or in part, within three (3) years from the date hereof, this grant shall at such time terminate and be null, void and of no effect.

2. It is recognized by the parties hereto that the properties of Grantor (located adjacent to an existing railroad track, as more specifically shown and depicted on the hereinabove referred to plat), are devoted primarily to commercial and/or industrial purposes, and as a consequence, these properties are and may be at many points traversed (surface and sub-surface, as the case may be) by various facilities, that is to say, illustratively, but not exclusively, private roadways, crossroads, drainage ditches, pipelines, pipe racks, fences, light, heat, power, telephone, telegraph lines and other cables or wires, some or all of which may intersect or be intersected by the servitude or right of way herein granted. The Police Jury takes cognizance of the existence of such facilities and it is covenanted and agreed that this grant of servitude is made and accepted subject thereto, it being further understood and agreed:

(a) that to the extent made necessary for the exercise of the rights herein granted, the Police Jury may remove such facilities, provided, however, that same shall be rebuilt and/or replaced, at Grantor's election, at the cost and expense of the Police Jury and at no cost or expense to Grantor; and

(b) should the said Police Jury, its agents or employees or persons acting through or under its authority, interfere with or obstruct such facilities, as a result of the exercise, in whole or in part, of the rights herein granted, such interference will be temporary only, will terminate at the earliest possible time, and, in addition, the said Police Jury does agree that it will, to the extent necessary, restore any such facilities as may be damaged to their condition immediately existing prior to the creation of such interference or damage, at its sole cost and expense.

3. Grantor reserves, in favor of itself, its heirs, successors, assigns, lessees, licensees, or permittees, all rights not specifically granted hereby, including, but not limited to, the right at any time during the existence of the herein granted servitude or right of way to construct, operate and maintain on, over, across or around the said easement and servitude, such access roads, railroad spur lines, pipeline crossings, power, telephone and telegraph lines and drains, as Grantor, its heirs, successors, assigns, lessees, licensees, or permittees, or any of them, as the case may be, may deem necessary or desirable, as well as the reasonable right of entry for the construction, repair and maintenance thereof, without the payment of any compensation therefor, provided, however, that during the construction, operation or maintenance of same, Grantor, its heirs, successors, or assigns, lessees, licensees, or permittees, or any of them, shall take all reasonable steps necessary to maintain the use of any roadway which may be constructed by virtue of this servitude or right of way, and, further, upon the completion of any such construction, maintenance, or repair, that may be undertaken, to

restore any such roadway and appurtenant facilities to substantially the same condition in which same may have existed prior thereto.

4. In connection with the use or exercise of the rights herein granted, the Police Jury for and on its own behalf as well as on the behalf of its agents, employees, or persons acting through or under its authority, obligates itself not to interfere with the use of the existing railroad track, located adjacent to the easement or servitude herein granted.

5. The Police Jury does further covenant that it will hold and save Grantor harmless from and of any and all claims, demands or causes of action arising on the part of third parties, including the payment of court costs and reasonable attorney's fees, as a result of the exercise by the Police Jury of the rights herein granted.

6. It is specifically understood and agreed that Grantor retains the fee ownership of the above described property, in accordance with its ownership thereof, including all minerals, which are in no wise affected by this grant.

AND NOW COMES AND INTERVENES TO THESE PRESENTS, DELTA IRON WORKS, INC., a domestic corporation domiciled in the Parish of Terrebonne, Louisiana, represented herein by its duly authorized to act herein, lessee of Grantor, A. St. Martin Company, Ltd., which does covenant and agree that its said leasehold interests, insofar as same may be affected by this agreement, shall be, and are by these presents, but subject to the terms hereof, subordinated to the rights herein granted by the said Grantor to Terrebonne Parish Police Jury.

AND NOW TO THESE PRESENTS FURTHER CAME AND INTERVENED, BUTLEY J. MAHLER, who declared that he is President of the said Police Jury; that he is duly authorized to act herein by virtue of a resolution duly adopted by the said Police Jury, a certified copy of which is annexed hereto, and that in his said capacity and acting for and in the name and on behalf of said Police Jury, pursuant to and under the authority of the resolution annexed hereto, he does further declare that said Police Jury does accept the foregoing grant and dedication and assumes and agrees to comply with all the terms, stipulations, covenants, and conditions hereinabove recited, this acceptance to be deemed binding on the said Police Jury, its successors or assigns.

IN FAITH WHEREOF, Grantor has set his hand and seal, effective  
this \_\_\_\_\_ day of SEP 27 1958 119

WITNESSES

Richard F. Baker  
203 Hoboken

A. ST. MARTIN COMPANY, LTD

By: Hale Warr

DELTA IRON WORKS, INC.

By: 157-1000-1000-1000

TERREBONNE PARISH POLICE JURY

By: Butley Mahler  
BUTLEY MAHLER, PRESIDENT

STATE OF LOUISIANA  
PARISH OF TERREBONNE

BEFORE ME, the undersigned authority, a Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, personally came and appeared: Richard Baker, who being by me duly sworn, deposed and said: That he is one of the witnesses to the signature of Dr. H.P. St. Martin, who executed the foregoing servitude and right of way for and on behalf of A. St. Martin Company, Ltd., and the other witness is J. B. B. B. B. B.; that the said act was signed by the said party, for and on behalf of the said corporation, in his presence and in the presence of said other subscribing witness; and that the signature of the said party as well as that of said other subscribing witness are genuine and that said act was signed after due reading, and for the purposes stated therein.

Sworn to and subscribed before me  
this 5<sup>th</sup> day of September 1965

NOTARY PUBLIC

STATE OF LOUISIANA  
PARISH OF TERREBONNE

BEFORE ME, the undersigned authority, a Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, personally came and appeared: Anita T. Cuneo, who being by me duly sworn, deposed and said: That he is one of the witnesses to the signature of E. H. Newman, who executed the foregoing servitude and right of way for and on behalf of Delta Iron Works, Inc., and the other witness is Mary Leathers; that the said act was signed by the said party, for and on behalf of the said corporation, in his presence and in the presence of said other subscribing witness; and that the signature of the said party, as well as that of the said other subscribing witness are genuine and that said act was signed after due reading, and for the purposes stated therein.

209

**D01122**

Sworn to and subscribed before me

this 16th day of May, 1968.

NOTARY PUBLIC

FILED FOR RECORD

SEP 24 2 43 PM '68

Clerk of Court

PARISH OF  
TERREBONNE, LA.

Recorded SEP 24 1968

Clerk

EXCERPT FROM THE MINUTES OF A  
SPECIAL MEETING OF THE BOARD  
OF DIRECTORS OF LUKE REALTY OF  
HOUMA, INC., HELD AT HOUMA,  
LOUISIANA, ON THIS 13 DAY  
OF SEPTEMBER, 1968.

BE IT RESOLVED That Luke E. Grezaffi, Jr., President  
that each are hereby authorized, for and on behalf of this  
Corporation to sell, mortgage, alienate, encumber, restrict,  
repurchase, and in general to perform any and all other acts  
as are authorized by law with regard to any property, either  
in lots, singularly, or in numbers, located in Hargett Place,  
an addition to Oakshire Manor Subdivision, located in Section  
8, T 16 S, R 17 E, Terrebonne Parish, Louisiana, all as more  
fully set forth on a plan of said subdivision made by Arthur  
A. DeFraithe, Jr., dated April 11, 1967, of record under Entry  
No. 335481 of the Clerk's Office in the Parish of Terrebonne,  
Louisiana.

BE IT FURTHER RESOLVED That the said Luke E. Grezaffi,  
Jr. and Carroll Larpenter, or either of them, be and they are  
hereby authorized and empowered to execute any sales, encumbrances,  
repurchases, or other agreements for such consideration of cash  
and/or credit or either, or a combination of both and upon such  
other terms and stipulations and conditions as the said parties,  
or either of them, may in their sole and uncontrolled discretion  
deem proper and sufficient.

BE IT FURTHER RESOLVED That the said Luke E. Grezaffi,  
Jr. and Carroll Larpenter, or either of them, be and they are  
hereby authorized and empowered to execute any and all sales,  
agreements, contracts, documents, or other instruments necessary  
or desirable to give full effect to the above and foregoing  
resolutions.

I, CARROLL LARPENTER, Secretary of Luke Realty of Houma,  
Inc. do hereby certify that the above and foregoing is a true  
and correct copy of the Minutes of the meeting of the Board of  
Directors of said Corporation, duly and legally called, convened  
and held at Houma, Louisiana, on September 13, 1968 at which  
a quorum of the Directors was present and that same has not been  
revoked or rescinded.

DATED

September 16, 1968

CARROLL LARPENTER  
SECRETARY

ATTEST:

LUKE E. GREZAFFI, JR.  
PRESIDENT

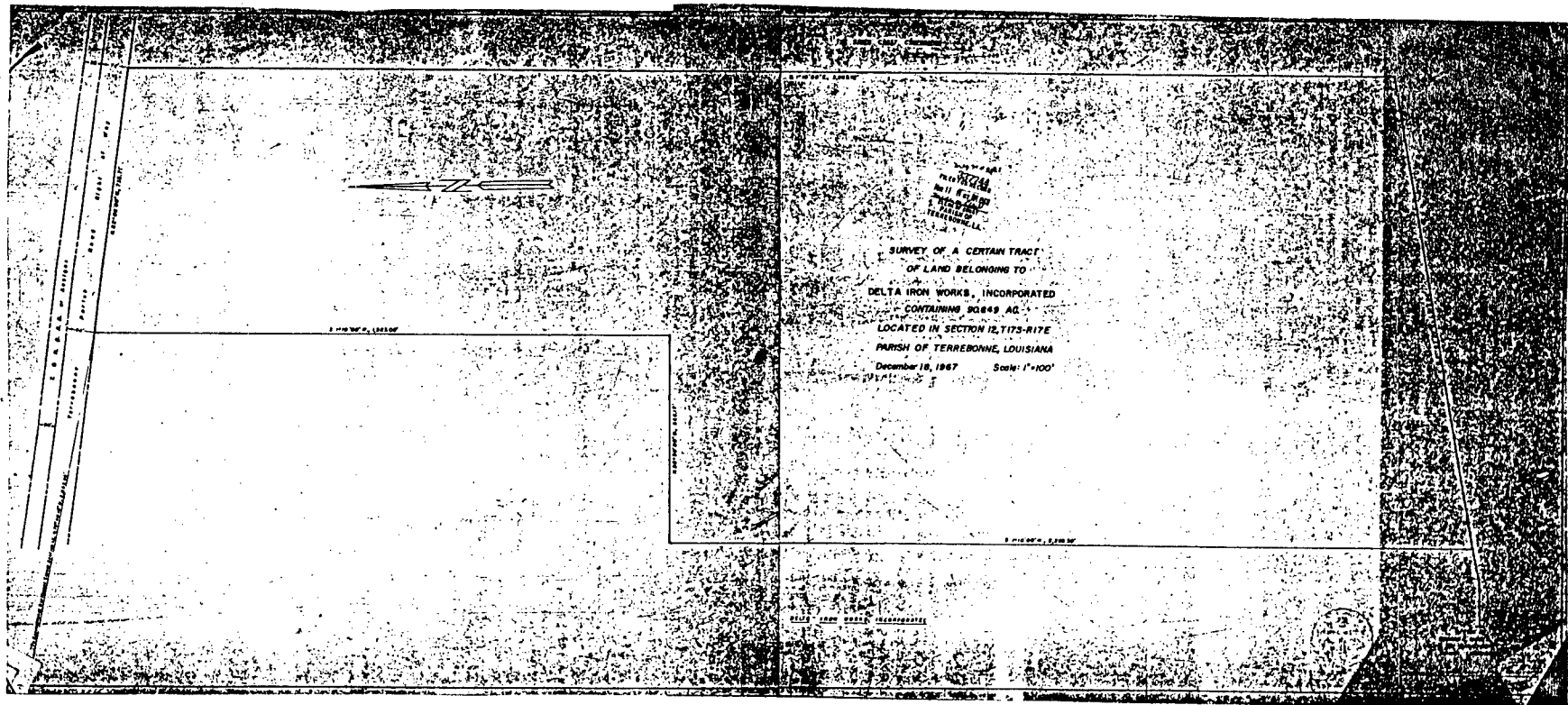
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SEP 24 2 43 PM '68

Clerk of Court

PARISH OF  
TERREBONNE, LA.

Recorded SEP 24 1968



227744

STATE OF LOUISIANA  
PARISH OF TERREBONNE

ACT OF SALE

KNOW ALL MEN BY THESE PRESENTS, that,

DELTA IRON WORKS, INC., a Louisiana corporation domiciled in the Parish of Terrebonne, herein represented by E. H. Newman, its President, duly authorized to act herein as per resolution of its Board of Directors, a true copy of which is annexed hereto and made part hereof;

(hereinafter referred to as Vendor, and as a person of the masculine gender), who declared that it had sold, and by these presents it does grant, bargain, sell, convey, transfer, set over, abandon and deliver with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which vendor has or may have against all preceding owners and vendors, to and unto:

PLACID OIL COMPANY, a Delaware corporation but authorized to do and doing business in the State of Louisiana herein represented by W. P. Dalton, its President, the mailing address of said Placid Oil Company being 2500 First National Bank Building, Dallas, Texas 75202;

(hereinafter referred to as Vendee, and as a person of the masculine gender, whether one or more), here present, accepting and purchasing for itself, its heirs, successors and assigns, and acknowledging due delivery and possession thereof, the following described property, to-wit:

"A certain tract of land located in Section 12, T 17 S, R 17 E, Terrebonne Parish, Louisiana, being a portion of the Woodlawn Plantation, formerly belonging to the South Coast Corporation, bounded on the north by a servitude of right of way previously granted by the South Coast Corporation to Terrebonne Parish Police Jury; on the east and south by lands belonging to the South Coast Corporation and on the west by property of Delta Iron Works, Inc., said tract of land containing 90.849 acres and being shown and depicted on a plat entitled 'SURVEY OF A CERTAIN TRACT OF LAND BELONGING TO DELTA IRON WORKS, INCORPORATED, CONTAINING 90.849 AC. LOCATED IN SECTION 12, T 17 S, R 17 E, TERREBONNE PARISH, LOUISIANA' prepared by Edward C. McGee, Jr., Surveyor, dated December 18, 1967, a blueprint of which is attached hereto and made part hereof, the tract herein conveyed being more particularly described as follows:

Beginning at a point situated on the southern line of that certain right of way granted by The South Coast Corporation to Terrebonne Parish Police Jury, said point being south 78° 40' 15" east, a distance of 2,083.85 feet from the conventional northwest corner of Section 12, T 17 S, R 17 E; thence from said point south 1° 10' 00" west, a distance of 1,985.00 feet to a point; thence north 88° 50' 00" west, a distance of 566.17 feet to a point; thence south 1° 10' 00" west, a distance of 2,299.30 feet to a point; thence north 18° 3' 50" east, a distance of 1,317.06 feet to a point; thence north 1° 10' 00" east, a distance of 3,565.72 feet to a point situated on the southern right of way line of a servitude previously granted by The South Coast Corporation to Terrebonne Parish Police Jury; thence along said right of way north 82° 00' 00" west, a distance of 735.71 feet to a point, the point of beginning, together with all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining."

Being a portion of the same property acquired by Delta Iron Works, Inc., from The South Coast Corporation, by act passed before George Arceneaux, Jr., Notary Public, dated the 20th day of December, 1967, recorded on the 22nd day of December, 1967, under Entry No. 333676, records of Terrebonne Parish, Louisiana.

TO HAVE AND TO HOLD the above described property unto the said Vendee, its successors and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of NINETY THOUSAND EIGHT HUNDRED FORTY--NINE AND NO/100 DOLLARS (\$90,849), cash, which the said Vendee has well and truly paid in ready and current money to the said Vendor, and other good and valuable considerations, Vendor hereby acknowledging receipt thereof and granting full acquittance and discharge therefor.

This sale includes all rights acquired by Delta Iron Works, Inc. as to the lands herein conveyed, in that certain "Release of Surface Rights" executed by South Shore Oil and Development Company on December 29, 1967, by instrument recorded as Entry Number 334353 of the Conveyance Records of Terrebonne Parish, Louisiana, but is made and accepted subject to the following:

A. Mineral reservation in favor of South Shore Oil and Development Company pursuant to act of compromise between The South Coast Corporation and the said South Shore Oil and Development Company dated August 23, 1956, of record at COB-234, under Entry No. 157,296, records of Terrebonne Parish, Louisiana, and to all rights which South Shore Oil and Development Company may have acquired by virtue of the said act of compromise to prospect for, develop and produce oil, gas and other minerals, including sulphur, in, on and under the property herein conveyed.

B. Reservation of all royalties and rights in and to the minerals and proceeds derived therefrom retained by The South Coast Corporation in the aforementioned act of compromise and all such other rights as The South Coast Corporation may have thereunder.

C. All other such servitudes and rights and such oil, gas, mineral and other leases, with respect to the property herein conveyed which may be outstanding, and applicable to it.

Taxes for the year 1967 have been paid and purchaser assumes the payment of the 1968 and all subsequent taxes.

\*\*\*\*\*

THUS DONE AND SIGNED by E. H. Newman, President of Delta Iron Works, Inc., for and on behalf of the said corporation on the 29th day of February, 1968, in the presence of Lloyd LeBlanc and Sandra B. Remont, competent witnesses.

THUS DONE AND SIGNED by W. F. Dalton, President of Placid Oil Company, for and on behalf of said corporation, on the 7th day of March, 1968, in the presence of Florence Ownbey and Jean Tuggle, competent witnesses.

WITNESSES:

DELTA IRON WORKS, INC.

*E. H. Newman*  
*Sandra B. Remont*

By *E. H. Newman*  
E. H. NEWMAN, PRESIDENT

PLACID OIL COMPANY

*Florence Ownbey*  
*Jean Tuggle*

By *W. F. Dalton*  
W. F. DALTON, PRESIDENT



ATTEST:

By B. B. Barber  
B. B. BARBER, SECRETARYSTATE OF LOUISIANA  
PARISH OF TERREBONNE

BEFORE ME, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared: Lloyd LeBlanc, who, being by me duly sworn, deposed and said:

That he (she) was one of the subscribing witnesses to the foregoing instrument; that the same was signed by E. H. Newman, President, on behalf of Delta Iron Works, Inc., well known to the said appearer to be the identical person who executed the same as his own free act and deed, for the uses, purposes and considerations therein expressed in the presence of appearer and in the presence of Sandra B. Remont the other subscribing witness.

Sworn to and subscribed before me  
this 28th day of February, 1968.

E. H. Newman  
Notary Public in and for  
Terrebonne Parish, Louisiana

STATE OF TEXAS  
COUNTY OF DALLAS

On this 7th day of March, 1968, before me appeared W. F. Dalton, to me personally known, who, being by me duly sworn, did say that he is the President of Placid Oil Company, a Delaware corporation, and that this instrument was signed in behalf of said corporation by authority of its Board of Directors, and said appearer acknowledged said instrument to be the free act and deed of said corporation.

ROSEMARY L. LIND  
Notary Public  
IN AND FOR DALLAS COUNTY, TEXAS  
MY COMMISSION EXPIRES 6-1-69

Rosemary Lind  
Notary Public in and for  
Dallas County, Texas

## RESOLUTION

BE IT RESOLVED, by the Board of Directors of Delta Iron Works, Inc., that E. H. Newman, President of the corporation, be and he is hereby authorized, directed and empowered to sell to Placid Oil Company the following described property, to-wit:

A certain tract of land situated in the Parish of Terrebonne, State of Louisiana, in Section 12, T 17 S, R 17 E, bordering upon and adjoining certain other lands belonging to Delta Iron Works, Inc., containing 90.949 acres and more fully depicted and described on a plat prepared by Edward C. McGee, Jr., Surveyor, dated December-18, 1967.

for such price and upon such conditions as the said E. H. Newman, in his sole and uncontrolled discretion, may deem appropriate; and



BE IT FURTHER RESOLVED that the said E. H. Newman, acting in his said capacity, is further authorized to act for and on behalf of the corporation in the execution of the act of sale, upon payment of the required price, and to execute such other instruments and writings and to do and perform any other acts that may be necessary or desirable in connection with the authorization in connection therewith.

I hereby certify that the foregoing is a true and accurate copy of resolution adopted by the Board of Directors of Delta Iron Works, Inc., at a meeting held on December 29, 1967, at the corporation's offices in Houma, Louisiana, at which meeting all of the Directors of the corporation were present and voting.

WITNESS MY HAND, this 29th day of February, 1968.

*L. Lloyd LeBlanc*  
L. LLOYD LEBLANC, SECRETARY

ATTEST:

*E. H. Newman*  
E. H. NEWMAN, PRESIDENT

FILED FOR RECORD

MAR 11 11 06 AM 1968  
CLERK OF COURT  
PARISH OF  
TERREBONNE, LA.

Recorded MAR 11 1968

*W. H. Bradley*  
Clerk

LA Form 24-2110 (Home Loan)  
Revised June 1965. The Optional  
Section 1019, Title 38 U.S.C. Amend-  
able to Federal National Mortgage  
Association.

CREDIT SALE OF PROPERTY

BY  
MRS. DOROTHY BARRETT GLOVER

TO  
PAUL FREDRICK ZIEPKE and Wife,  
MRS. RUTH LEDET ZIEPKE

March 8, 1968

STATE OF LOUISIANA  
PARISH OF TERREBONNE

BE IT KNOWN, That on this 8th day of  
March, in the year nineteen hundred and  
sixty-eight;

Before me, THOMAS A. CENAC,  
a notary public in and for said PARISH and STATE duly  
commissioned and qualified, and in the presence of wit-  
nesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

MRS. DOROTHY BARRETT GLOVER, of full age, married twice, firstly to  
Lawrence Whitten, from whom she is legally divorced and secondly to  
Thomas F. Glover, with whom she lives and resides in the Parish of  
Terrebonne, Louisiana;

And declared that she does, by these presents, bargain, sell, convey, assign, set over, abandon,  
and deliver, with all legal warranty, but with full substitution and subrogation in and  
to all rights and actions of warranty, which it has or may have against all preceding owners and vendors, unto  
PAUL FREDRICK ZIEPKE, a resident of the parish of Terrebonne  
State of Louisiana, here present, accepting and purchasing for him self, his heirs and assigns, and  
acknowledging due delivery and possession thereof, all and singular the following described property situ-  
ated in the parish of Terrebonne, State of Louisiana, to wit:

334353

STATE OF LOUISIANA  
PARISH OF TERREBONNE

RELEASE OF SURFACE RIGHTS

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, by Agreement of Compromise dated August 23, 1956, and recorded in Book 234 under Entry No. 157296 of the Records of Terrebonne Parish, Louisiana, The South Coast Corporation conveyed unto South Shore Oil and Development Company all of the oil, gas and other minerals in and under certain lands of The South Coast Corporation which were more fully described in said Act; and

WHEREAS, The South Coast Corporation has, by instrument dated December 20, 1967 and recorded in COB 450 Entry No. 333676 sold to Delta Iron Works, Inc. the following described property:

A certain tract of land located in Section 12, T17S-R17E, Parish of Terrebonne, State of Louisiana, being a portion of the Woodlawn Plantation belonging to The South Coast Corporation, bounded on the north by a servitude of right of way previously granted to the Terrebonne Parish Police Jury; on the east and on the south by lands belonging to The South Coast Corporation and on the west by property belonging to Delta Iron Works, Incorporated; said tract of land containing 119.607 acres, all as shown on the attached map of survey entitled "Survey of a Certain Tract of Land Belonging to The South Coast Corporation Containing 119.607 Ac. Located in Section 12, T17S-R17E, Parish of Terrebonne, Louisiana" by Edward C. McGee, Jr., Surveyor, dated December 4, 1967 and more particularly described as follows:

Beginning at the N.E. corner of property belonging to Delta Iron Works, Inc. in Section 12, T17S-R17E, said point being S 77° 32' 58" E 1,559.51 feet from the conventional N.W. corner of Section 12, T17S-R17E, thence along the boundary lines separating the properties of The South Coast Corporation and Delta Iron Works, Inc. S 1° 10' W 543.52 feet, S 53° 40' W 344.96 feet, S 20° 50' E 345.13 feet and S 1° 10' W 2891.13 feet to the S.E. corner of property owned by Delta Iron Works, Inc. in Section 12, T17S-R17E; thence N 81° 03' 50" E 1418.64 feet to a point; thence N 1° 10' E 3,565.72 feet to the south right of way line of a servitude of right of way previously granted by The South Coast Corporation to the Terrebonne Parish Police Jury; thence along said right of way line N 82° 00' W 1,261.22 feet to the point of beginning.

WHEREAS, under the provisions of said Agreement of Compromise The South Coast Corporation has requested South Shore Oil and Development Company to release its surface rights in said tract;

NOW, THEREFORE, in consideration of the premises and in order to carry out the terms of said Agreement of Compromise, South Shore Oil and Development Company, herein represented by Richard Thompson, its Vice President, does hereby quitclaim and release unto

Delta Iron Works, Inc., its right to drill upon or to otherwise use or go upon the surface of the above described tract of land. It is understood and agreed, however, that South Shore Oil and Development Company does not in any manner release or relinquish any portion of the mineral servitude which it acquired by said Agreement of Compromise and South Shore Oil and Development Company specifically retains all of the oil, gas and other minerals under said tract of land, together with the right to recover said minerals by directional drilling methods, it being the intent of South Shore Oil and Development Company to release only its rights to use the surface of the above described lands.

IN WITNESS WHEREOF, this instrument is executed on the 29 day of December, 1967, in the presence of the undersigned competent witnesses.

WITNESSES:

Helen Lewis  
Minerva C. de la Cruz

SOUTH SHORE OIL AND  
DEVELOPMENT COMPANY

By Richard Thompson  
VICE PRESIDENT AND SECRETARY

STATE OF Florida  
County of Hillsborough

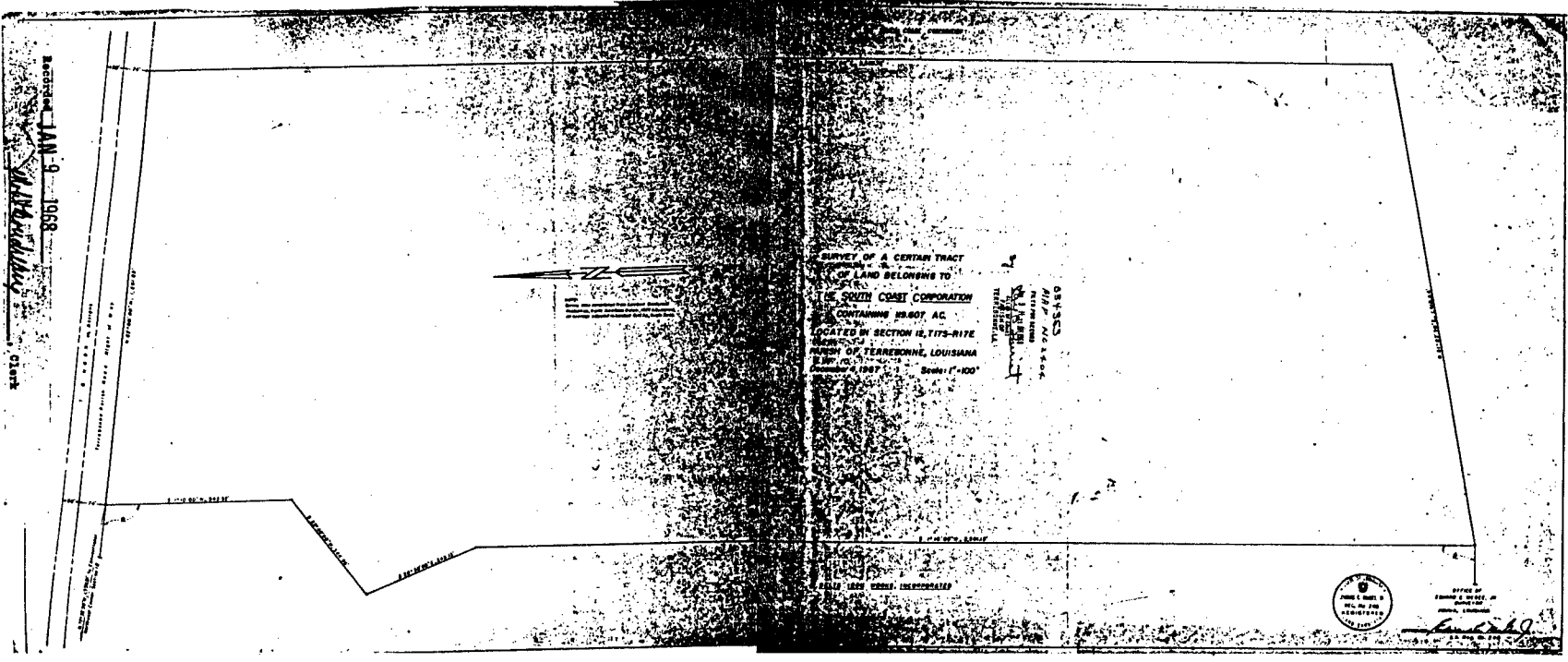
On this 29 day of December, 1967, before me appeared Richard Thompson, to me personally known, who being by me duly sworn did say that he is the Vice President of South Shore Oil & Development Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the instrument was signed and sealed in behalf of the corporation by authority of its Board of Directors, and that the said Richard Thompson acknowledged the instrument to be the free act and deed of the corporation.

Witness my official signature and seal at Tampa, Florida on the day, month and year first above written.

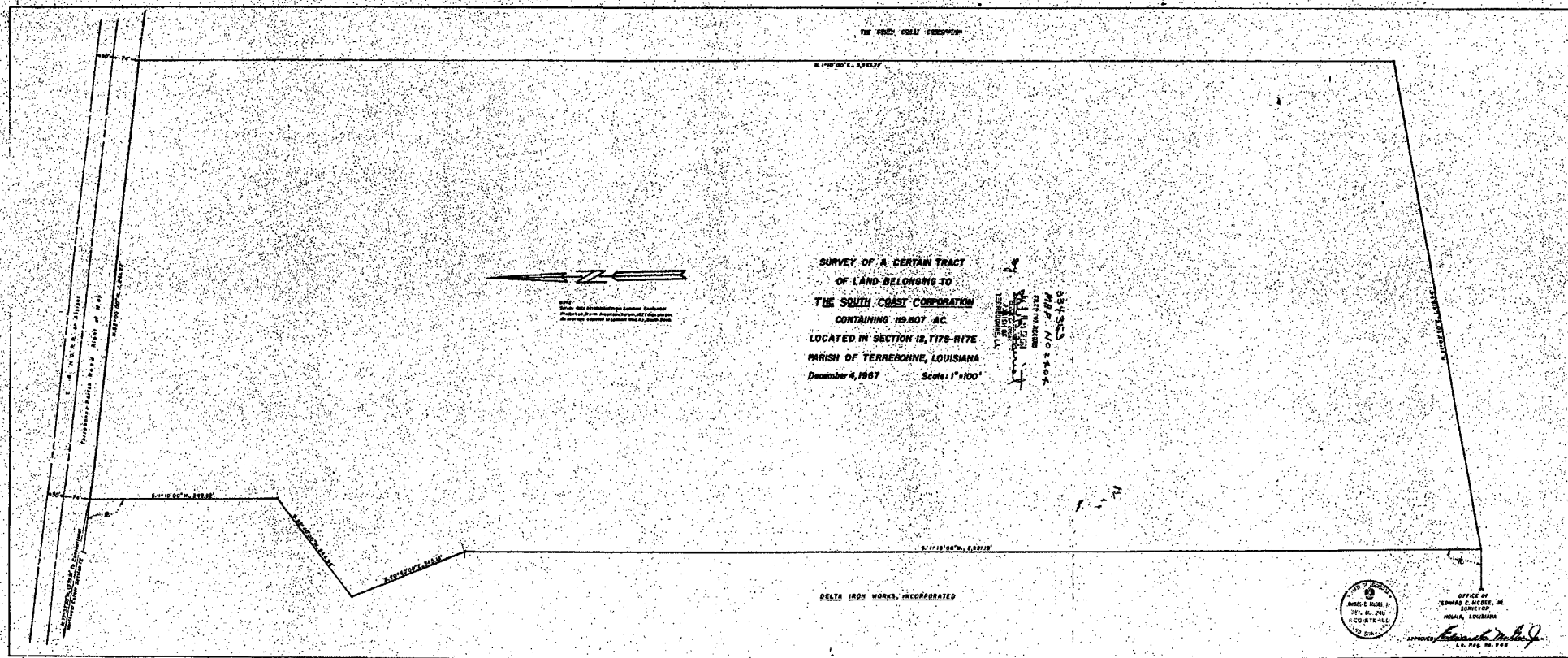
FILED FOR RECORD  
JAN 9 11 30 AM 1968  
CLERK OF COURT  
PARISH OF  
TERREBONNE, LA.

Edna A. Manning  
Notary Public  
Notary Public, State of Florida at Large  
My Commission Expires Feb. 23, 1978

182



D01131  
902



SURVEY OF A CERTAIN TRACT  
OF LAND BELONGING TO  
THE SOUTH COAST CORPORATION  
CONTAINING 19.607 AC.  
LOCATED IN SECTION 18, T17S-R17E  
PARISH OF TERREBONNE, LOUISIANA  
December 4, 1967 Scale: 1"=100'

034523  
M.P. NO. 200  
SECTION 18, T17S-R17E  
PARISH OF TERREBONNE, LA.



OFFICE OF  
EDWARD C. MCNEE, JR.  
SURVEYOR  
HOUMA, LOUISIANA  
APPROVED: *Edward C. McNe Jr.*  
L.S. Reg. No. 242

CASH SALE OF PROPERTY : STATE OF LOUISIANA  
 BY :  
 THE SOUTH COAST CORPORATION : PARISH OF TERREBONNE  
 TO :  
 DELTA IRON WORKS, INC. : CITY OF HOUMA

333676

BE IT KNOWN, That on this 20th day of December  
 1967.

BEFORE ME, GEORGE ARCENEUX, JR., a Notary Public  
 duly commissioned, qualified and sworn, within and for the  
 Parish of Terrebonne, State of Louisiana, therein residing, and  
 in the presence of the witnesses hereinafter undersigned,

PERSONALLY CAME AND APPEARED:

THE SOUTH COAST CORPORATION, a Delaware corpora-  
 tion, duly authorized to and doing business in the  
 State of Louisiana, represented herein by and  
 through ROLAND L. TOUPS, its President, hereunto  
 duly authorized by resolution of the Board of Di-  
 rectors of said The South Coast Corporation, a  
 certified copy whereof is attached hereto and  
 made part hereof,

hereinafter designated as "Vendor", who declared unto me, Notary,  
 that it does by these presents grant, bargain, sell, convey,  
 transfer, assign, set over, abandon and deliver with all legal  
 warranties and with full substitution and subrogation in and to  
 all the rights and actions of warranty which Vendor has or may  
 have against all preceding owners and vendors, unto

DELTA IRON WORKS, INC., represented herein by and  
 through E. H. NEWMAN, its President, hereunto duly  
 authorized as per resolution of said Board, a copy  
 of which is attached hereto and made part hereof,

hereinafter designated as "Vendee", here present accepting, and  
 purchasing for Vendee, its successors and assigns, and acknowl-  
 edging due delivery and possession thereof, all and singular,  
 the following described property, to-wit:

A certain tract of land located in Section 12,  
 T17S-R17E, Parish of Terrebonne, State of  
 Louisiana, being a portion of the Woodlawn  
 Plantation belonging to The South Coast Cor-  
 poration, bounded on the north by a servitude  
 of right of way previously granted to the

Terrebonne Parish Police Jury; on the east and  
 on the south by lands belonging to The South  
 Coast Corporation and on the west by property  
 belonging to Delta Iron Works, Incorporated;  
 said tract of land containing 119.607 acres, all  
 as shown on the attached map of survey entitled  
 "Survey of a Certain Tract of Land Belonging to  
 The South Coast Corporation Containing 119.607  
 Ac. Located in Section 12, T17S-R17E, Parish of  
 Terrebonne, Louisiana" by Edward C. McGee, Jr.,  
 Surveyor, dated December 4, 1967 and more par-  
 ticularly described as follows:

Beginning at the N.E. corner of property belonging  
 to Delta Iron Works, Inc. in Section 12, T17S-R17E,  
 said point being S 77° 32' 58" E 1,559.51 feet  
 from the conventional N.W. corner of Section 12,  
 T17S-R17E; thence along the boundary lines sepa-  
 rating the properties of The South Coast Corpora-  
 tion and Delta Iron Works, Inc. S 1° 10' W  
 543.52 feet, S 53° 40' W 344.96 feet, S 20° 50' E  
 345.13 feet and S 1° 10' W 2891.13 feet to the S.E.  
 corner of property owned by Delta Iron Works, Inc.  
 in Section 12, T17S-R17E; thence N 81° 03' 50" E  
 1418.64 feet to a point; thence N 1° 10' E 3,565.72  
 feet to the south right of way line of a servitude  
 of right of way previously granted by The South  
 Coast Corporation to the Terrebonne Parish Police  
 Jury; thence along said right of way line N 82° 00'  
 W 1,261.22 feet to the point of beginning.

TO HAVE AND TO HOLD the above described property unto the said Vendee, its successors and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of Fifty Thousand and No/100 (\$50,000.00) Dollars, cash, which the said Vendee has well and truly paid in ready and current money to the said Vendor, and other good and valuable considerations, Vendor hereby acknowledging receipt thereof and granting full acquittance and discharge therefor.

This sale is made and accepted subject to the mineral servitude heretofore conveyed by Vendor to South Shore Oil & Development Company by act of compromise dated August 23, 1956, and recorded in Book 234 under Entry No. 157296 of the records of Terrebonne Parish, Louisiana, and to all rights which South Shore Oil & Development Company may have acquired by virtue of said act of compromise to prospect for, develop and produce oil, gas and other minerals, including sulphur, ~~in~~ on and under the property herein conveyed.

Vendor further excepts from the sale and reserves for itself all of the royalties and rights in the minerals, and proceeds derived therefrom, which were retained or reserved by Vendor in the aforementioned act of compromise, and all such other rights as Vendor may have thereunder.

Vendor agrees, however, that it will obtain from South Shore Oil & Development Co. a release of its rights to enter up on the surface of the land herein conveyed for the purpose of exploring for and removing oil, gas and other minerals and exercising the rights acquired by virtue of the Act of Compromise dated August 23, 1956, and referred to above, provided, however, that the said South Shore Oil & Development Co. shall retain its mineral servitude and the right to recover minerals from the land herein conveyed by directional drilling methods, it being the intention hereof that the release to be obtained from South Shore Oil & Development Co. will pertain only to its surface use of the herein conveyed property.

This sale is further made and accepted subject to all such other servitudes and rights, and to such oil, gas and mineral and other leases, if any, with respect to the property herein conveyed which may be outstanding and applicable to it.

By reference to the annexed certificate of the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Terrebonne, State of Louisiana, it will appear that the property herein described is not subject to any encumbrance whatsoever, except such lien as may be created by the filing of the 1967 tax rolls in the office of the Clerk of Court, Parish of Terrebonne, Louisiana.

By reference to the annexed tax research certificate it appears that all of the State and Parish taxes, up to and including those due and exigible upon said property for the year 1966, have been paid. All taxes for the current year have been pro-rated between Vendor and Vendee as of the date hereof, and

Vendor acknowledges receipt of the proper pro rata. Vendee assumes the payment of all taxes not herein stated to have been paid.

United States Internal Revenue Documentary Stamps in the amount of \$132.00 are annexed hereto and duly defaced and cancelled by me, Notary, in accordance with law.

THUS DONE, SIGNED AND PASSED in the City of Houma, Parish of Terrebonne, State of Louisiana, in the presence of the two undersigned competent witnesses who have signed as such, together with the said appearers and me, Notary, on the day and in the month and year first hereinabove written, after due reading of the whole.

WITNESSES:

S. A. Munson

THE SOUTH COAST CORPORATION

By Roland L. Toups, President

DELTA IRON WORKS, INC.

By [Signature]

[Signature]  
Notary Public



CERTIFIED EXCERPT FROM  
MINUTES OF MEETING OF  
THE BOARD OF DIRECTORS  
OF THE SOUTH COAST  
CORPORATION, HELD IN  
TAMPA, FLORIDA, OCTOBER  
24, 1967

"Upon motion made and seconded, the following resolution was  
unanimously adopted:

"WHEREAS, by Resolution of this Board, dated July 28, 1965, it was resolved to sell to Delta Iron Works, Houma, Louisiana, a tract of land of 75 to 100 acres owned by the Corporation in the industrial area adjacent to the Houma Navigation Canal, and;

"WHEREAS, negotiations pertaining to said sale have now proceeded to the point where the particular tract to be sold has been more clearly defined and has been ascertained to be somewhat in excess of the total amount of acreage referred to in said resolution;



"NOW THEREFORE BE IT RESOLVED, that the Chairman, the President, or any Vice President of this Corporation shall be and each is hereby authorized and empowered to sell to Delta Iron Works the tract of land not less than 100 nor more than 125 acres in extent as shall be determined by a survey thereof upon such terms and conditions and for such price as shall be deemed by the officer executing said sale on behalf of the Corporation to be in its best interests and to execute and deliver such deeds of conveyance or other instruments as may be required effectively to carry out the intent and purposes of this resolution and such action by such officer shall be fully effective and binding upon this Corporation as the duly authorized act thereof."

I, S. J. MENARD, Assistant Secretary of THE SOUTH COAST CORPORATION, do hereby certify that the above and foregoing is a true and correct copy of a certain resolution duly adopted at a meeting of the Board of Directors of said corporation duly called and held on the twenty-fourth day of October, 1967, at which meeting a quorum of the Board was present as the same appears of record in the minute book of the corporation.

IN EVIDENCE WHEREOF, witness my official hand and seal of said corporation, in New Orleans, Louisiana, this 12th day of December, 1967.

*S. J. Menard*  
Assistant Secretary

#### RESOLUTION

BE IT RESOLVED, by the Board of Directors of DELTA IRON WORKS, INC., that E.H. Newman, President of the Corporation, be and he hereby is, authorized by the Board to enter into a purchase agreement with

#### THE SOUTH COAST CORPORATION

covering the acquisition by DELTA IRON WORKS, INC. of a certain tract of land, situated in the Parish of Terrebonne, State of Louisiana, and comprised in Section 12, Township 17 South, Range 17 East, bordering upon and adjoining certain other lands belonging to said DELTA IRON WORKS, INC., and more fully shown and described upon a plat drawn by Edward C. McGee, Surveyor, and containing One Hundred Nineteen and 607/1000 (119.607) acres, more or less; at such price, and under such terms and conditions as said E.H. Newman, in his discretion, may find satisfactory; and

BE IT FURTHER RESOLVED, that said E.H. Newman, acting in his said capacity, be further authorized and fully empowered to act for and in behalf of the Corporation in the execution of the act of purchase and sale, in the payment of the required price to the vendor, and generally, to do and perform any and all acts that may be required in the premises."

"I hereby certify that the foregoing is a true and accurate copy of resolution adopted unanimously at a regular meeting of the Board of Directors held on the 24th day of November, A.D. 1967, at the domicile of the Corporation, and at which meeting all of the Directors of the Corporation were present and voting."

*Lloyd LeBlanc*  
Lloyd LeBlanc, Secretary to the Board

LABEL P. PREJEAN  
SHERIFF AND TAX COLLECTOR  
PARISH OF TERREBONNE  
HOUMA, LOUISIANA  
December 12, 1967

TO WHOM IT MAY CONCERN;

This is to certify that property taxes assessed in the name of  
The South Coast Corporation, 1966 Tax Roll Assessment No. 13,338  
on the following described property; On both descending banks of bayou  
Grand Caillou, Bd. above by Houma Airport. Bd. below by Frank W. Ryzlow  
& Cedar Grove pltn. Less R/way CB 254/354.  
Have been paid for the year 1964-65-66,

*Mr. David L. L...*  
Deputy Tax Collector  
Parish of Terrebonne, La.

Allen Munson

STATE OF LOUISIANA,  
PARISH OF TERREBONNE

I HEREBY CERTIFY that the Mortgage Records of this Office disclose no mortgages, liens, privileges or other encumbrances in the names hereinafter set forth, and inscribed against the hereinafter described property, to-wit:

Name of Clerk

JB

References

## THE SOUTH COAST CORPORATION

\*\*\*\*\*

A certain tract of land located in Section 12, T17S-R17E, Parish of Terrebonne, State of Louisiana, being a portion of the Woodlawn Plantation belonging to The South Coast Corporation, bounded on the north by a servitude of right of way previously granted to the Terrebonne Parish Police Jury; on the east and on the south by lands belonging to The South Coast Corporation and on the west by property belonging to Delta Iron Works, Incorporated; said tract of land containing 119.607 acres, all as shown on the attached map of survey entitled "Survey of a Certain Tract of Land Belonging to The South Coast Corporation Containing 119.607 Ac. Located in Section 12, T17S-R17E, Parish of Terrebonne, Louisiana" by Edward C. McGee, Jr., Surveyor, dated December 4, 1967 and more particularly described as follows:

Beginning at the N.E. corner of property belonging to Delta Iron Works, Inc. in Section 12, T17S-R17E, said point being S 77° 32' 58" E 1,559.51 feet from the conventional N.W. corner of Section 12, T17S-R17E; thence along the boundary lines separating the properties of The South Coast Corporation and Delta Iron Works, Inc. S 1° 10' W 543.52 feet, S 53° 40' W 344.96 feet, S 20° 50' E 345.13 feet and S 1° 10' W 2891.13 feet to the S.E. corner of property owned by Delta Iron Works, Inc. in Section 12, T17S-R17E; thence N 81° 03' 50" E 1418.64 feet to a point; thence N 1° 10' E 3,565.72 feet to the south right of way line of a servitude of right of way previously granted by The South Coast Corporation to the Terrebonne Parish Police Jury; thence along said right of way line N 82° 00' W 1,261.22 feet to the point of beginning.

EXCEPT:

- (1) Such liens as may be created by the filing of the 1967 tax rolls in the office of the Clerk of Court of the Parish of Terrebonne, Louisiana.

IN TESTIMONY WHEREOF, Witness my hand and official Seal at Houma, Parish of Terrebonne, Louisiana, this 11th day of December, 1967, at 8:00 o'clock A. M..

*Janet J. Bergeron*  
Deputy Clerk of Court

db  
12/11/67

FILED FOR RECORD  
Dec 22 9 13 AM 1967  
J. B. C. C. C.  
CLERK OF COURT  
PARISH OF  
TERREBONNE, LA.

Recorded Dec 22 1887

J. M. Smith

SURVEY OF A CERTAIN TRACT  
OF LAND BELONGING TO  
DELTA IRON WORKS, INCORPORATED  
CONTAINING 90848 AC.  
LOCATED IN SECTION 12, T17S-R17E  
PARISH OF TERREBONNE, LOUISIANA  
December 18, 1887 Scale 1"=100'

J. M. Smith

J. M. Smith & Co.

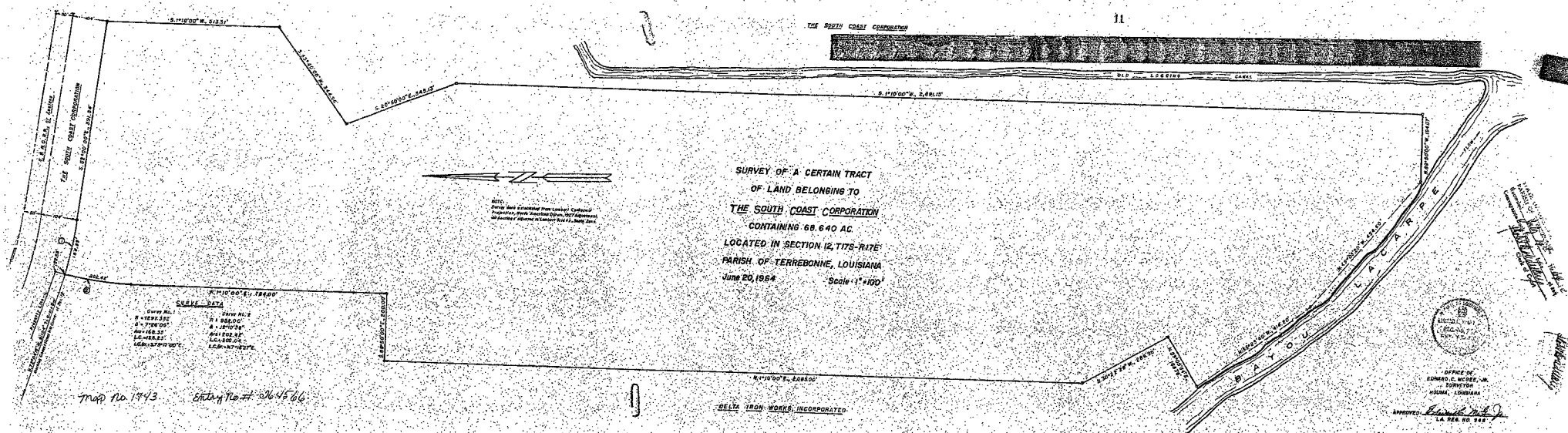
Office of the Surveyor General of the State of Louisiana

278  
D01138

394353

294

D01132



11. In the event the Lessee at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee shall have sixty (60) days after receipt of such notice in which to commence operations that are then legally necessary to comply with the requirements hereof. The service of said notice and the lapse of sixty (60) days without Lessee meeting or commencing to meet the alleged breaches shall be a condition precedent to any action by Lessor for any cause hereunder. It is provided, however, that after production of oil, gas, sulphur, or other mineral has been obtained from the land covered hereby or land pooled therewith (or with any part thereof), this lease shall not be subject to forfeiture or loss, either in whole or in part, for failure to comply with the express or implied obligations of this contract except after final judicial ascertainment of such failure and Lessee has been given a period of sixty (60) days after such final judicial ascertainment to prevent such loss or forfeiture by complying with and discharging the obligations as to which Lessee has been judicially determined to be in default.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners join in the granting of this lease; and the failure of any party named herein as Lessor to sign this lease shall not affect its validity as to those whose signatures appear hereon or as a counterpart hereof.

13. The requirements hereof shall be subject to any State and/or Federal law or order regulating operations on the land. It is further agreed that should Lessee be prevented from complying with any expressed or implied covenants of this lease from conducting drilling or reworking operations thereon, or from producing oil, gas or other mineral therefrom by reason of scarcity or inability, after effort made in good faith to obtain equipment or material or authority to use same, or by failure of carriers to transport or furnish facilities for transportation, or by operation of force majeure, any Federal or State law, or any order, rule or regulation of governmental authority, or other cause beyond Lessee's control, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply therewith, and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil, gas or other mineral from the leased premises until the time while Lessee is so prevented shall not be counted against Lessee.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

*Robert L. Wolff*  
*Mrs. L. H. P. Caillouet*

*Mrs. Effie B. Caillouet*  
 Mrs. Effie B. Caillouet, Individually and as  
 Agent and Attorney in Fact for Rev. Adrian J. Caillouet, Jr., and Bernard J. Caillouet

STATE OF LOUISIANA  
 PARISH OF ORLEANS

BEFORE ME, the undersigned Notary Public, on this day personally appeared **ROBERT L. WOLFF**, who, being by me duly sworn, stated under oath that HE was one of the subscribing witnesses to the foregoing instrument and that the same was signed by **Effie B. Caillouet, Individually and as Agent for Rev. Adrian J. Caillouet, Jr., Bernard J. Caillouet and L. Phillip Caillouet**

(Lessor, as above mentioned) in his presence and in the presence of the other subscribing witness(es)

*Robert L. Wolff*  
*Effie B. Caillouet*  
 Notary Public in and for Orleans Parish, Louisiana

STATE OF LOUISIANA  
 PARISH OF

BEFORE ME, the undersigned Notary Public, on this day personally appeared who, being by me duly sworn, stated under oath that was one of the subscribing witnesses to the foregoing instrument and that the same was signed by

(Lessor, as above mentioned) in his presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me by  
*Robert L. Wolff*  
 Notary Public in and for Orleans Parish, Louisiana

STATE OF LOUISIANA  
 PARISH OF TERREBOONE, LA.

Recorded - MAR 7 - 1968  
*W. H. D. Smith*  
 Clerk

THIS AGREEMENT, entered into effective as of December 18, 1967, by and between Delta Iron Works, Inc., herein represented by E. H. Newman, President, duly authorized by resolution of its Board of Directors, and Pol-Tex Petroleum Company, Inc., hereinafter called "Lessee", witnesseth that:

Lessor, in consideration of the sum of Seven Hundred Nine and No/100----- (\$ 709.00), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production of oil, gas, sulphur and all other minerals (either from said land or acreage pooled therewith), and the right to dispose of salt water, with the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads, pipelines and/or canals thereon for operations hereunder or in connection with similar operations on adjoining land, and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Terrebonne Parish, Louisiana, and described as follows, to-wit:

1. A certain tract of land located in T17S, R17E, Section 104 being lot B of a Sub-Division of lot 198 of Crescent Plantation Sub-Division, bounded now or formerly North by lands of H. P. St. Martin, et al, East by lands of South Coast Corporation, South by lands of Dr. S. E. Ellender and West by lands of V. Deroche, containing 1.09 acres;
2. A certain tract of land located in T17S, R17E, Sections 102 and 104 being lot D of a Sub-Division of lot 198 of Crescent Plantation Sub-Division, bounded now or formerly Northwesterly by lands of Dr. S. E. Ellender, East by lands of South Coast Corporation Southeastwesterly by lands of Dr. H. P. St. Martin, et al and Southwestwesterly by lands of Alfred F. Cenac and Dr. H. P. St. Martin, et al, containing 3.71 acres.

11. In the event the Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee shall have sixty (60) days after receipt of such notice to commence any operations that are then legally necessary to comply with the requirements hereof. The service of said notice and the lapse of sixty (60) days without Lessee meeting or commencing to meet the alleged breaches shall be a condition precedent to any action by Lessor for any cause hereunder. It is provided, however, that after production of oil, gas, sulphur or other mineral has been obtained from the land covered hereby or land pooled therewith (as with any part thereof), this lease shall not be subject to forfeiture or loss, either in whole or in part, for failure to comply with the express or implied obligations of this contract except after final judicial ascertainment of such failure and Lessee has been given a period of sixty (60) days after such final judicial ascertainment to prevent such loss or forfeiture by complying with and discharging the obligations as to which Lessee has been judicially determined to be in default.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners join in the granting of this lease, and the failure of any party named herein as Lessor to sign this lease shall not affect its validity as to those whose signatures appear hereon or as a counterpart hereof.

13. The requirements hereof shall be subject to any State and/or Federal law or order regulating operations on the land. It is further agreed that should Lessee be prevented from complying with any expressed or implied covenants of this lease from conducting drilling or reworking operations thereon, or from producing oil, gas or other mineral therefrom by reason of scarcity or inability, after effort made in good faith, to obtain equipment or material or authority to use same, or by failure of carriers to transport or furnish facilities for transportation, or by operations of force majeure, any Federal or State law, or any order, rule or regulation of governmental authority, or other cause beyond Lessee's control, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply therewith, and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil, gas or other mineral from the leased premises and the time while Lessee is so prevented shall not be counted against Lessee.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES

*Robert L. Wolff*  
*Mrs. L. H. P. Caillouet*

*Mrs. Effie B. Caillouet*  
Mrs. Effie B. Caillouet, Individually and as  
Agent and Attorney in Fact for Rev. Adrian J. Caillouet,  
Caillouet, Jr., and Bernard J. Caillouet

STATE OF LOUISIANA  
PARISH OF ORLEANS

BEFORE ME, the undersigned Notary Public, on this day personally appeared ROBERT L. WOLFF, who, being by me duly sworn, stated under oath that HE was one of the subscribing witnesses to the foregoing instrument and that the same was signed by Effie B. Caillouet, Individually and as Agent for Rev. Adrian J. Caillouet, Jr., Bernard J. Caillouet and L. Phillip Caillouet

(Lessor, as above mentioned) in his presence and in the presence of the other subscribing witness(es)

SWORN TO AND SUBSCRIBED before me by Robert L. Wolff  
Notary Public in and for Orleans Parish, Louisiana

STATE OF LOUISIANA  
PARISH OF

BEFORE ME, the undersigned Notary Public, on this day personally appeared Mrs. Effie B. Caillouet, who, being by me duly sworn, stated under oath that she was one of the subscribing witnesses to the foregoing instrument and that the same was signed by

(Lessor, as above mentioned) in her presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me by Mrs. Effie B. Caillouet  
Notary Public in and for Orleans Parish, Louisiana

STATE OF LOUISIANA  
PARISH OF TERREBOUNE

Recorded MAR 7 1968  
*Notary Public*  
Notary Public in and for Terrebonne Parish, Louisiana

Oil & Gas Lease  
Date of Grant  
Amount of Consideration  
Louisiana Revised Statutes - 1952

# OIL, GAS AND MINERAL LEASE

337583

THIS AGREEMENT, entered into effective as of December 18, 1967,

by and between Della Iron Works, Inc. therein represented by E. H. Newman, its  
President, duly authorized by resolution of its Board of Directors

herein called "Lessor" (whether one or more) and Pol-Tex Petroleum Company, Inc.

hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of Seven Hundred Nine and No/100 (\$709.00), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession, storage and transportation of said minerals (either from said land or acreage pooled therewith), and the right to dispose of said water, with the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads, pipelines and/or canals thereon for operations hereunder or in connection with similar operations on adjoining land, and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land, the land to which this lease applies and which is affected hereby being situated in Terrebonne Parish, Louisiana, and described as follows, to-wit:

1. A certain tract of land located in T17S, R17E, Section 104 being lot B of a Sub-Division of lot 198 of Crescent Plantation Sub-Division, bounded now or formerly North by lands of H. P. St. Martin, et al, East by lands of South Coast Corporation, South by lands of Dr. S. E. Ellender and West by lands of V. Deroche, containing 1.09 acres.
2. A certain tract of land located in T17S, R17E, Sections 102 and 104 being lot D of a Sub-Division of lot 198 of Crescent Plantation Sub-Division, bounded now or formerly Northwesterly by lands of Dr. S. E. Ellender, East by lands of South Coast Corporation, Southeasterly by lands of Dr. H. P. St. Martin, et al and Southwesterly by lands of Alfred F. Cenac and Dr. H. P. St. Martin, et al, containing 3.71 acres.







STATE OF LOUISIANA  
PARISH OF TERREBONNE

SPOIL DISPOSAL EASEMENT

BE IT KNOWN THAT, for the consideration and on the terms and conditions hereinafter expressed:

DELTA IRON WORKS, INC., a corporation organized under and by virtue of the laws of the State of Louisiana, domiciled and doing business in the Parish of Terrebonne, herein represented by an officer duly authorized to act herein

does by these presents grant, convey, transfer, set over and deliver unto:

TERREBONNE PARISH POLICE JURY, a political corporation organized under the laws of the State of Louisiana, or its assigns, (hereinafter called "Grantee"),

subject to the provisions hereinafter set out, an easement or servitude in, on and across the lands described below for the depositing of dredged material, or earth and water carrying same as may be required for the improvement of Bayou LaCarpe, the said lands affected by the above referred to easement or servitude being more specifically described as follows:

1. "A certain tract of land situated on the left descending bank of Bayou LaCarpe, Terrebonne Parish, Louisiana, but not fronting thereon, situated in Section 12, T 17 S, R 17 E, and being of irregular shape, said tract being depicted on the sketch annexed hereto as Tract No. 1, said tract being more particularly described as follows:

Commencing at that point where a prolongation of the Western line of a certain logging canal intersects the northern section line of Section 12, T 17 S, R 17 E, thence back along said line, in a southerly direction, a distance of one thousand five hundred (1,500') feet, more or less, to a point; thence along a line perpendicular to the said northern prolongation of the western bank of the said logging canal a distance of five hundred (500') feet to a point; thence along a line in a northerly direction to the prolongation of the western line of the said logging canal a distance of one thousand one hundred (1,100') feet to a point; thence along a line perpendicular thereto a distance of three hundred (300') feet, more or less, to a point; thence in a northerly direction along a line parallel to the said northern prolongation of the Western bank of the said logging canal a distance of four hundred (400') feet, more or less, to a point, which said point is situated on the northern section line of Section 12, T 17 S, R 17 E, thence along said section line a distance of two hundred (200') feet, more or less, to a point; the point of beginning."

2. "Areas for pipeline access from the left descending bank of Bayou LaCarpe to the tract of land described as item 1, foregoing, situated generally as shown and depicted by lines A and B on the sketch annexed hereto, or such substitute locations as may be agreed upon by Grantor and Grantee."

3. "A certain tract of land situated on the left descending bank of Bayou LaCarpe in Sections 12 and 47, T 17 S, R 17 E, Terrebonne Parish, Louisiana, being depicted as tract 2 on the sketch annexed hereto, said tract measuring two thousand one hundred (2,100') feet more or less, on the Western bank of a certain logging canal situated in Section 12, T 17 S, R 17 E, and more particularly described as follows:

Commencing at that point where the western bank of the said logging canal intersects the Bayou LaCarpe; thence along the said western bank of the logging canal a distance of two thousand one hundred (2,100') feet, more or less, to a point; thence in a westerly direction, perpendicular to the western bank of the said logging canal, a distance of one thousand five hundred (1,500') feet, more or less, to the left descending bank of the Bayou LaCarpe; thence along the left descending bank of the Bayou LaCarpe, in a southerly direction, to the point of beginning."

The consideration for the granting of this easement or servitude is hereby declared to be the benefits and advantages to be derived by the improvement of said Bayou LaCarpe and the benefits to accrue to Grantor in the added convenience from the use of said waterway and the enhanced value that may result to the land adjacent thereto.

This grant of easement or servitude is granted for a period of two (2) years from and after the effective date hereof, and the rights herein granted shall terminate upon the expiration of said period and the land returned to the Grantor free from the rights herein granted, provided that the servitude herein granted, and all rights, powers, privileges or easements herein conveyed shall cease and terminate in the event that actual improvement of Bayou LaCarpe is not commenced within one (1) year from the effective date of this instrument, or, if after improvement is commenced the work is interrupted and is not resumed within three (3) months thereafter.

Grantor shall have the right of ingress, egress and transit at all times through the property affected by this easement or servitude with the right of exploiting and developing same for oil, gas or other minerals. This easement is subordinate and subject to any mineral leases now in effect, or which the Grantor may enter into during the life of this easement.

It is a condition of this grant that Grantee shall not unreasonably interfere with the drainage of grantor's remaining lands through the spoil area described above.

Grantee shall have the right to assign the whole, or any portion of the rights herein granted, to the United States of America for the improvement of said Bayou LaCarpe, subject, however, to the provisions hereof.

It is understood and agreed that Grantee assumes any and all risks involved in the use of the above described easement or servitude and specifically agrees to hold Delta Iron Works, Inc., harmless against any and all claims, of whatsoever nature and kind, resulting from the exercise of the rights herein granted.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing instrument effective the 27th day of July, 1967, in the presence of the undersigned competent witnesses.

WITNESSES:

Agustin T. Canedo  
Donald A. Khan

Emile M. Alston  
Ruffy P. Guindroz

DELTA IRON WORKS, INC.

By: [Signature]

TERREBONNE PARISH POLICE JURY

By: [Signature]  
PRESIDENT

STATE OF LOUISIANA  
PARISH OF TERREBONNE

BEFORE ME, the undersigned Notary Public, personally came and appeared: ARLETA T. CUNEO, to me personally known, who, being duly sworn, deposed and said that <sup>SHE</sup> ~~he~~ was one of the subscribing witnesses to the foregoing instrument and that same was signed by Grantor, in <sup>her</sup> ~~his~~ presence and in the presence of GERARD A. RHEA, the other subscribing witness.

Arleta T. Cuneo

Sworn to and subscribed before me this  
27<sup>th</sup> day of July, 1967.

Ronald Lusk  
NOTARY PUBLIC

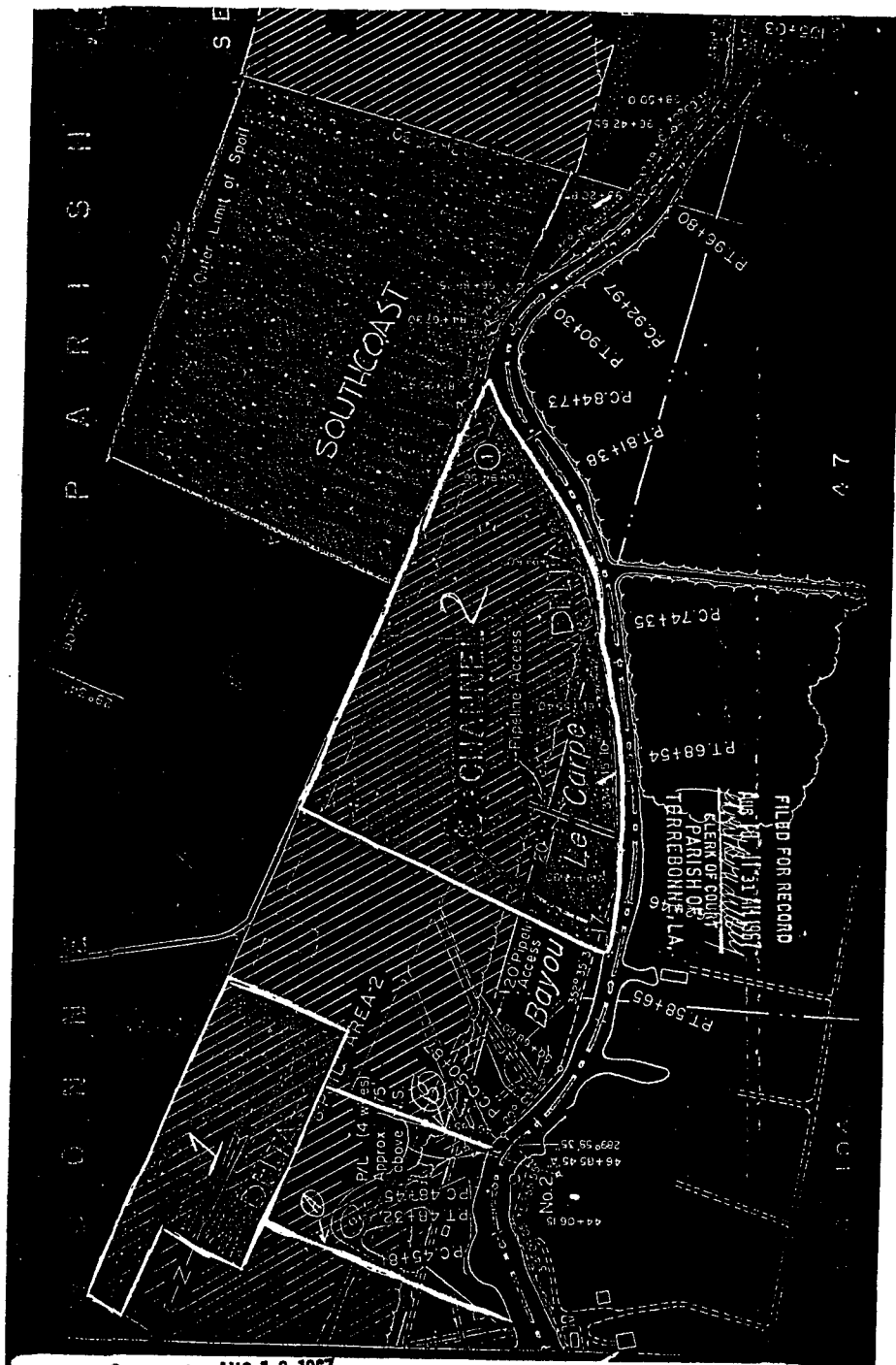
STATE OF LOUISIANA  
PARISH OF TERREBONNE

BEFORE ME, the undersigned Notary Public, personally came and appeared: Duffy P. Guidroz, to me personally know, who, being duly sworn, deposed and said that he was one of the subscribing witnesses to the foregoing instrument and that same was signed by Grantee, in his (her) presence and in the presence of Evelyn M. Alston, the other subscribing witness.

Duffy P. Guidroz

Sworn to and subscribed before me this  
14<sup>th</sup> day of August, 1967.

Wm. Armand  
NOTARY PUBLIC



Recorded AUG 18 1967

Robert Boudreau, Clerk

SALE - No. 1

STATE OF LOUISIANA  
PARISH OF TERREBONNE

BE IT KNOWN that on this 18th day of August in the year of our Lord nineteen hundred and sixty-seven  
BEFORE ME, GEORGE ARCEAUX, JR.

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And the said mortgagee hereafter bind mortgagee in case it should become necessary to place said note in the hands of an attorney for collection or to protect the rights of any holder thereunder, or to institute suit for the recovery of the amount of the said note, or any interest, or any part thereof, to pay the fees of the attorney-at-law who may be employed for that purpose, which fees are hereby fixed at 20 per cent of the amount due or sued for, but in no case shall said fees be less than \$25.00.

The said mortgagee further binds mortgagee, to keep the buildings on the above described property constantly and adequately insured against the loss by fire, and to transfer such insurance and deliver the policies to the mortgagee or any other holder or holders of the above described Note up to the full amount of the said Note, said mortgagee hereby authorizing said mortgagee or any holder or holders of the above described note to cause said insurance to be effected on mortgagee's default, at a premium not exceeding ten (10%) per cent.

And the said mortgagee did further declare that mortgagee does by these presents, consent, agree and stipulate, that in the event of said Promissory Note not being punctually paid at its maturity, it shall be lawful, for, and mortgagee does hereby authorize the said mortgagee or any holder or holders thereof, to cause all and singular the said hereinabove described and herein mortgaged property to be sold and sold by executive process without appraisal, to the highest bidder, payable cash, and in the event of all taxes not being punctually paid by the mortgagee herein when they become due, the mortgagee or holder or holders of said note are authorized to pay same with full subrogation to all the mortgagee's rights thereunder.

Now to secure the faithful performance of all the foregoing obligations, and the reimbursements and payment of said Note and lawyer's fees, taxes and premiums of insurance, as above specified, the mortgagee do by these presents further specially mortgage and hypothecate the hereinbefore described property unto and in favor of said mortgagee or holder or holders of said Promissory Note hereby conferring judgment for the full amount of said Note in capital and interest, together with all cost, Attorney's fees, taxes and premiums of insurance.

The said mortgagee further declared that in favor of the mortgagee herein, and of all future holder or holders of the note secured hereby, and as regards the property hereby mortgaged, mortgagee does hereby waive any and all homestead exemptions to which mortgagee may be entitled under the Constitution and laws of the State of Louisiana.

And how to these presents intervenes Leonie Plaisance wife of Stanley Thibodaux said mortgagee, who declared that she hereby joins her

said husband in the waiver of homestead exemptions hereinabove stipulated.

All State and City or Parish taxes up to and including the taxes due and exigible in the year 1966 are paid on per statements of mortgagees. Conveyances, mortgages and any and all certificates that may be required by law are dispensed with by the parties hereto.

In case the mortgagee should become insolvent, or apply to the bankruptcy court to be adjudicated a bankrupt, or proceedings be instituted against said mortgagee to put mortgagee in involuntary bankruptcy, or should any proceeding be taken against mortgagee looking to the appointment of a receiver or a syndic or in case of non-payment of the mortgage note, or any of the mortgage notes executed by the said mortgagee, or of any interest thereon, when due, or in case the mortgagee fails to keep insurance or transfer the same and deliver the policies to the mortgagee, as aforesaid, or to pay the taxes or assessments, whether local or otherwise, before they become delinquent, or create, or suffer to be created, any other lien or charge superior in rank to the mortgage herein granted, or granted in principal and interest, and all other indebtedness secured hereby shall, at the said events, the said mortgage note or notes, immediately become due and payable, anything to the contrary notwithstanding, and it shall be lawful for, and the mortgagee herein do hereby authorize the mortgagee or any future holder or holders of the mortgage note, or notes, to cause all and singular the property hereinabove described, to be sold and sold under authority of judgment in favor of said mortgagee, or any future holder of mortgage note, or notes, for the full amount thereof, together with all interest, attorney's fees, insurance premiums, costs and expenses.

THIS DONE AND SIGNED on this 21 day of March 19 66 at 103 East Main Street, Houma, Louisiana in the presence of the undersigned witnesses.

WITNESSES: Chadene Jact Stanley Thibodaux  
Mary Voisin Mrs. Lucille P. Vomack  
Carden P. Von

ACKNOWLEDGMENT  
State of Louisiana, Parish of Terrebonne  
BEFORE ME, the undersigned Notary Public in and for the Parish and State aforesaid, personally came and appeared:  
Mary Voisin known to me and known to be one of the witnesses who subscribed to the foregoing mortgage, who acknowledged and declared to me that said mortgage was executed by the parties hereto in his presence and in the presence of the other subscribing witnesses, and that said parties executed the same as their own free and voluntary act and for the uses and purposes therein stated.

WITNESS Mary Voisin  
Sworn to and subscribed before me on this 21 day of March 19 66

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1966 MAR 22 PM 3:36  
Ray B. Sheret  
CLERK OF COURT  
PARISH OF  
TERREBONNE, LA.  
STATE OF LOUISIANA  
PARISH OF TERREBONNE  
Recorded Mar. 22 19 66  
Mortgage Book No. Ray B. Sheret

Recorded MAR 22 1966  
Thibodaux, Clerk

SPECIAL MORTGAGE - No. 1  
STATE OF LOUISIANA  
PARISH OF TERREBONNE  
Be it Known, that on this 22nd day of March 19 66  
at the year of our Lord, nineteen hundred and sixty-six.  
BEFORE ME, GEORGE ARGENAUX, JR.  
Notary Public, duly commissioned and qualified in and for the Parish of Terrebonne, State of Louisiana, and in the presence of Stanley B. Belmont and Lucille P. Vomack  
lawful witnesses residing in said Parish.  
PERSONALTY CAMY AND AL DELTA IRON WORKS, INC., a corporation organized under and by virtue of the laws of the State of Louisiana, domiciled and doing business in the Parish of Terrebonne, herein represented by Robert H. Matmand, its Vice-President, duly authorized to act herein by virtue of a resolution of its Board of Directors dated January 28, 1966, a copy of which is annexed hereto and made a part hereof.  
(hereinafter referred to as mortgagee and as a person of the masculine gender, whether one or more) who declared and acknowledged said mortgagee to be justly and truly indebted to and unto DELTA INDUSTRIES PROFIT-SHARING TRUST, a trust existing under and by virtue of the laws of the State of Louisiana, herein represented by its trustees, to-wit: E. H. Newman, D. W. Rhea, and L. Ibyd LeBlanc

Note: See Act of Subordination to be filed

NOTICE OF ASSIGNMENT OF ACCOUNTS RECEIVABLE

DATE March 4, 1965

G. G. Marcel & Sons, Inc. at Houma, Louisiana, has assigned or intends to assign one or more accounts receivable to the Finance Corporation of America.

This notice is to be filed in accordance with the statutes of the State of Louisiana providing for notice by such filing.

G. G. MARCEL & SONS, INC.

FINANCE CORPORATION OF AMERICA

By [Signature]  
Title

By [Signature]  
Title

Assignor

Assignee

1306 Grand Caillou Route  
Houma  
Terrebonne Parish, Louisiana

1200 Firestone Parkway  
Akron  
Summit County, Ohio

Recorded APR 8 1965

Clerk

CASH SALE OF PROPERTY

STATE OF LOUISIANA

BY

THE SOUTH COAST CORPORATION

PARISH OF TERREBONNE

TO

DELTA IRON WORKS, INC.

CITY OF HOUMA

BE IT KNOWN, That on this 8th day of April, 1965.

BEFORE ME Ashby W. Pettigrew, Jr., a Notary Public, duly commissioned, qualified and sworn, within and for the Parish of Terrebonne, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter undersigned,

PERSONALLY CAME AND APPEARED:

THE SOUTH COAST CORPORATION, a Delaware corporation, duly authorized to and doing business in the State of Louisiana, represented herein by and through ROLAND L. TOUPS, its President, hereunto duly authorized by resolution of the Board of Directors of said The South Coast Corporation, a certified copy whereof is attached hereto and made part hereof,

hereinafter designated as "Vendor", who declared unto me, Notary, that it does by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which Vendor has or may have against all preceding owners and vendors, unto

DELTA IRON WORKS, INC., represented herein by and through E. H. NEWMAN, its President, hereto duly authorized by resolution of the Board of Directors of said Delta Iron Works, Inc., a copy of which is attached hereto and made part hereof,

hereinafter designated as "Vendee", here present, accepting and purchasing for Vendee, its successors and assigns, and acknowledging due delivery and possession thereof, all and singular, the following described property, to-wit:

A certain tract of land located in the Parish of Terrebonne, State of Louisiana, in Section 12, T17S-R17E, containing 0.65 acres, more or less, being located between the property belonging to Delta Iron Works, Inc. in said Section 12, T17S-R17E and a line parallel to and seventy four (74) feet south of the south right of way line of the Ashland Branch Railroad of the Southern Pacific Company; said tract of land being bounded on the north by said line which is parallel to and 74 feet south of the south right of way line of the Ashland Branch

Railroad of the Southern Pacific Company and by property belonging to Dr. E. Ellender, on the south and on the west by property belonging to Delta Iron Works, Inc., and on the east by other lands belonging to The South Coast Corporation, the east boundary of the property herein conveyed being a northerly projection of the easternmost boundary of the Delta Iron Works, Inc. property which is located in Section 12, T17S-R17E.

TO HAVE AND TO HOLD the above described property unto the said Vendee, its successors and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of Nine Hundred, Five and No/100 (\$905.00) Dollars cash, which the said Vendee has well and truly paid in ready and current money, to the said Vendor, who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefor.

This sale is made and accepted subject to the mineral servitude heretofore conveyed by Vendor to South Shore Oil & Development Company by act of compromise dated August 23, 1936, and recorded in Book 234 under Entry No. 157296 of the records of Terrebonne Parish, Louisiana, and to all rights which South Shore Oil & Development Company may have acquired by virtue of said act of compromise to prospect for, develop and produce oil, gas and other minerals, including sulphur, in, on and under the property herein conveyed.

Vendor further excepts from the sale and reserves for itself all of the royalties and rights in the minerals, and proceeds derived therefrom, which were retained or reserved by Vendor in the aforementioned act of compromise, and all such other rights as Vendor may have thereunder.



Vendor agrees, however, that it will obtain from South Shore Oil & Development Company a release of its rights to enter upon the surface of the land herein conveyed for the purpose of exploring for and removing oil, gas and other minerals and exercising the rights acquired by virtue of the Act of Compromise dated August 23, 1956, and referred to above, provided, however, that the said South Shore Oil & Development Company shall retain its mineral servitude and the right to recover minerals from the

-2-

land herein conveyed by directional drilling methods, it being the intention hereof that the release to be obtained from South Shore Oil & Development Company will pertain only to its surface use of the herein conveyed property.

This sale is further made and accepted subject to all such other servitudes and rights, and to such oil, gas and mineral and other leases, if any, with respect to the property herein conveyed which may be outstanding and applicable to it.

By reference to the annexed certificate of the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Terrebonne, State of Louisiana, it will appear that the property herein described is not subject to any encumbrance whatsoever, except such lien as may be created by the filing of the 1965 tax rolls in the office of the Clerk of Court, Parish of Terrebonne, Louisiana.

By reference to the annexed tax research certificate it appears that all of the State and Parish taxes, up to and including those due and exigible upon said property for the year 1964, have been paid. All taxes for the current year have been pro rated between Vendor and Vendee as of the date hereof, and Vendor acknowledges receipt of the proper pro rata. Vendee assumes the payment of all taxes not herein stated to have been paid.

United States Internal Revenue Documentary Stamp in the amount of \$1.10 is annexed hereto and duly defaced and cancelled by me, Notary, in accordance with law.

THUS DONE, SIGNED AND PASSED in the City of Houma, Parish of Terrebonne, State of Louisiana, in the presence of the two undersigned competent witnesses who have signed as such, together with the said appearers and me, Notary, on the day and in the month and year first hereinabove written, after due reading of the whole.

WITNESSES:

Nita J. Pettigrew

Stanwood R. Duval

THE SOUTH COAST CORPORATION

By *[Signature]*  
President

DELTA IRON WORKS, INC.

By *[Signature]*  
President

*[Signature]*  
Notary Public

-3-

## RESOLUTION

" BE IT RESOLVED, by the Board of Directors of DELTA IRON WORKS, INC. that E.H. Newman, President of the Corporation, is hereby authorized to purchase in the name of the Corporation, the following described property from the South Coast Corporation:

A certain tract of land located in the Parish of Terrebonne, State of Louisiana, in Section 12, T17S, R17E, containing 0.65 acres, more or less, being located between the property belonging to Delta Iron Works, Inc., in said Section 12, T17S, R17E, and a line parallel to and seventy-four (74) feet south of the south right-of-way line of the Ashland Branch Railroad of the Southern Pacific Company; said tract of land being bounded on the north by said line which is parallel to and 74 feet south of the south right of way line of the Ashland Branch Railroad of the Southern Pacific Company, and by property belonging to Dr. S.E. Ellender, and on the south and west by property belonging to Delta Iron Works, Inc., and on the east by other lands belonging to the South Coast Corporation; the east boundary of the property herein conveyed being a northerly projection of the easternmost boundary of the Delta Iron Works, Inc. property which is located in Section 12, T17S, R17E.

which property, by agreement, can be purchased for the sum of Nine Hundred Five and no/100 (\$905.00) Dollars, and

BE IT FURTHER RESOLVED, that said E. H. Newman, acting in his said capacity, is hereby authorized and fully empowered, to act for the Corporation in the signing and execution of such documents as may be required for the formal transfer of the above described property, and generally, to do and perform any and all acts that may be required in the premises."

"I hereby certify that the foregoing is true and accurate copy of resolution adopted by the Board of Directors of DELTA IRON WORKS, INC., at a regular meeting held on the 26th day February, A.D., 1965.

*[Signature]*  
Secretary to the Board

CERTIFIED EXCERPT FROM MINUTES  
OF MEETING OF THE BOARD OF  
DIRECTORS OF THE SOUTH COAST  
CORPORATION, HELD IN NEW ORLEANS,  
LOUISIANA, FEBRUARY 2, 1965

"A motion was made and seconded and the following resolution was unanimously adopted:

"RESOLVED, That the Chairman or President of this Corporation, or either one of them, be, and he is hereby authorized to sell to Delta Iron Works, Inc., of Houma, Louisiana, 0.65 acres, more or less, of land located between their property recently purchased from The South Coast Corporation in 1963 and 1964 and the right of way of the road along the south side of the railroad forming a part of the north boundary of the Ashland Division."

I, S. J. MENARD, Assistant Secretary of THE SOUTH COAST CORPORATION, do hereby certify that the above and foregoing is a true and correct copy of a certain resolution duly adopted at a meeting of the Board of Directors of said corporation duly called and held on the second day of February, 1965, at which meeting a quorum of the Board was present as the same appears of record in the minute book of the corporation.

IN EVIDENCE WHEREOF, witness my official hand and seal of said corporation, in New Orleans, Louisiana, this twenty-ninth day of March, 1965.

Assistant Secretary

Recorded APR 8 1965

Clerk

SALE - No. 1

STATE OF LOUISIANA  
PARISH OF TERREBONNE

277812

BE IT KNOWN that on this 3th day of April in the year of our Lord nineteen hundred and sixty-five;

BEFORE ME, KARL E. LEWIS, JR.

a Notary Public, duly commissioned and qualified in and for the Parish of Terrebonne, State of Louisiana, and in the presence of Nileen Dupre and Sandra Boudreaux

lawful witnesses residing in said Parish,

PERSONALLY CAME AND APPEARED: LIONEL BABIN, SR., married to the former Miss Marie Melancon, with whom he resides in the Parish of Terrebonne, State of Louisiana, and whose present mailing address is Schriever Route, Houma, Louisiana; and the said Mrs. MARIE MELANCON BABIN;

(hereinafter referred to as vendor and as a person of the masculine gender, whether one or more) who declared that he had sold, and by these presents he does sell, cede, transfer, convey, abandon and deliver with all the legal warranties, and with full substitution and subrogation to all his rights and actions in warranty against all preceding owners and vendors to and unto ROGER DE ROODE, JR., married to the former Miss Maud Evelyn Garrettson, with whom he resides in the Parish of Terrebonne, State of Louisiana, and whose present mailing address is Route 1, Box 148-C, Houma, Louisiana;

(hereinafter referred to as purchaser and as a person of the masculine gender, whether one or more) here present, accepting and purchasing for himself his heirs, successors or assigns, and acknowledging due delivery and possession thereof, the following described property, to-wit:

110

*Albert Verdin*  
ALBERT VERDIN, LICENSED PRIMER  
220 BOULEVARD ST.  
HOUMA, LA.

SWORN TO AND SUBSCRIBED  
BEFORE ME on this 28th day of  
December, 1964.

*Wm. J. Brasseur, Jr.*  
NOTARY PUBLIC

NOTED FOR RECORD

DEC 28 1964  
*Wm. J. Brasseur, Jr.*

Recorded DEC 28 1964

Clerk

SPECIAL MORTGAGE - No. 1

STATE OF LOUISIANA  
PARISH OF TERREBOUNE

272243

Be It known, that on this 28 day of December  
in the year of our Lord, nineteen hundred and sixty-four

BEFORE ME, GEORGE AP. ENZLUX, JR.,

Notary Public, duly commissioned and qualified in and for the Parish of Terrebonne, State of Louisiana,  
and in the presence of Bennie B. Kellogg and  
Sandra Boudreaux

lawful witnesses residing in said Parish.  
PERSONALLY CAME AND APPEARED DELTA IRON WORKS, INC., a corporation  
organized under and by virtue of the laws of the State of Louisiana, domiciled  
and doing business in the Parish of Terrebonne, Louisiana, herein represented  
by Robert H. Marmande, its Vice-President, duly authorized to act herein by  
virtue of a resolution of its Board of Directors dated October 30, 1964;

Hereinafter referred to as mortgagor and as a person of the masculine gender, whether one or more) who  
declared and acknowledged said mortgagor to be justly and truly indebted to and unto DELTA  
INDUSTRIES PROFIT-SHARING TRUST, a trust existing under and by virtue of the  
laws of the State of Louisiana, herein represented by its trustees, to-wit: E. H.  
Newman, D. W. Rhea, and L. Lloyd LeBlanc;

(hereinafter referred to as mortgagee and as a person of the masculine gender, whether one or more) in the  
full sum of SEVENTY-FIVE THOUSAND AND NO/100 (\$75,000.00) -----  
Dollars in lawful money of the United States of America, in representation of which indebtedness the said  
mortgagor this day made and subscribed his one certain promissory  
note, for said sum, dated of even date herewith, drawn to the order of Delta  
Industries Profit-Sharing Trust, made due and payable Ten (10) years after date  
at the offices of Delta Industries Profit-Sharing Trust, P. O. Box 1431, Houma,  
Louisiana, with interest at the rate of six (6%) per cent per annum from date until  
full and final payment, provided, however, that interest on the outstanding  
principal balance thereof shall be paid in full semi-annually commencing the  
12th day of May, 1965; failure to pay the interest as herein specified shall,  
at the option of the holder, ipso facto, render the entire balance of the indebted-  
ness, in both principal and interest, immediately due and payable without the  
necessity for further notice, demand, or notice of default;

which said note having been duly paraphrased "No Varietur" by me, said officer, for identification herewith,  
it was delivered to the mortgagee, who acknowledged receipt thereof.

*Note: See Act of 1964 for provisions  
dated Sept. 21, 1964, regarding L. & H. Newman*

STATE OF LOUISIANA  
PARISH OF TERREBONNE

RELEASE OF SURFACE RIGHTS

265074

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, by Agreement of Compromise dated August 23, 1956, and recorded in Book 232 under Entry No. 157296 of the Records of Terrebonne Parish, Louisiana, The South Coast Corporation conveyed unto South Shore Oil and Development Company all of the oil, gas and other minerals in and under certain lands of The South Coast Corporation which were more fully described in said Act; and

WHEREAS, The South Coast Corporation has, by instrument dated July 13, 1964 and recorded in C. B. 377, #264566 sold to Delta Iron Works, Inc. the following described property:

A certain tract of land located in the Parish of Terrebonne, State of Louisiana, in Section 12, T17S-R17E, being a portion of the Woodlawn Plantation belonging to The South Coast Corporation, bounded on the north and on the east by lands belonging to The South Coast Corporation, on the south partly by lands belonging to The South Coast Corporation and partly by Bayou Lacarpe, and on the west partly by lands belonging to Delta Iron Works, Inc. and partly by Bayou Lacarpe; containing 68.640 acres, all as shown on the attached map of survey entitled "Survey of A Certain Tract of Land Belonging to The South Coast Corporation Containing 68.640 Ac. Located in Section 12, T17S-R17E, Parish of Terrebonne, Louisiana" by Edward C. McGee, Jr., Surveyor, dated June 20, 1964, and more particularly described as follows:

Beginning at a point on the line separating lands belonging to The South Coast Corporation and to Delta Iron Works, Inc. in Section 12, T17S-R17E, said point being located 22.58 feet in a southerly direction from the northeast corner of the Delta Iron Works, Inc. property and S72°04'15" E 811.04 feet from an old grate bar marking the conventional N. W. corner of Section 12, T17S-R17E; thence in an easterly direction 168.35 feet along a curve having a radius of 1297.35 feet (the long chord of said curve being 168.23 feet long on a bearing of S 78° 17' E) to a point, thence S 82° 00' E a distance of 591.54 feet to a point, thence S 1° 10' W a distance of 513.31 feet to a point, thence S 53° 40' W a distance of 344.96 feet to a point, thence S 20° 50' E a distance of 345.13 feet to a point, thence S 1° 10' W a distance of 2891.13 feet to a point, thence N 88° 50' W a distance of 194.07 feet to a point near the left descending, or east bank of Bayou Lacarpe, thence along the meander of the east bank of Bayou Lacarpe in a northwesterly direction to another point on the

east bank of Bayou Lacarpe and on the line separating lands belonging to The South Coast Corporation and to Delta Iron Works, Inc. (the courses between said points being N 49° 03' 20" W 497.60 feet and N 35° 25' 40" W 414.20 feet), thence along the lines separating lands of The South Coast Corporation and Delta Iron Works, Inc. N 58° 05' 54" E 168.76 feet, N 30° 22' 28" W 289.98 feet, N 1° 10' E 2,085.00 feet, S 88° 50' E 200.00 feet, N 1° 10' E 764.00 feet, and 202.42 feet along a curve having a radius of 952.00 feet (the long chord of said curve being 202.04 feet long on a bearing of N 7° 15' 27" E) to the place of beginning.

WHEREAS, under the provisions of said Agreement of Compromise The South Coast Corporation has requested South Shore Oil and Development Company to release its surface rights in said tract;

NOW, THEREFORE, in consideration of the premises and in order to carry out the terms of said Agreement of Compromise, South Shore Oil and Development Company, herein represented by JOHN F. BRICKER, its President, does hereby quitclaim and release unto Delta Iron Works, Inc., its right to drill upon or to otherwise use or go upon the surface of the above described tract of land. It is understood and agreed, however, that South Shore Oil and Development Company does not in any manner release or relinquish any portion of the mineral servitude which it acquired by said Agreement of Compromise and South Shore Oil and Development Company specifically retains all of the oil, gas and other minerals under said tract of land, together with the right to recover said minerals by directional drilling methods, it being the intent of South Shore Oil and Development Company to release only its rights to use the surface of the above described lands.

IN WITNESS WHEREOF, this instrument is executed on the 20<sup>th</sup> day of July, 1964, in the presence of the undersigned competent witnesses.

WITNESSES:

James M. O'Leary  
Warren O. Harris

SOUTH SHORE OIL AND  
DEVELOPMENT COMPANY

By John F. Bricker  
PRESIDENT

STATE OF LOUISIANA

PARISH OF ORLEANS

On this 20<sup>th</sup> day of July, 1964, before me appeared JOHN F. BRICKER, to me personally known, who being by me duly sworn did say that he is the President of South Shore Oil & Development Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the instrument was signed and sealed in behalf of the corporation by authority of its Board of Directors, and that the said John F. Bricker acknowledged the instrument to be the free act and deed of the corporation.

Witness my official signature and seal at NEW ORLEANS, Louisiana, on the day, month and year first above written.

H. H. White, Jr.  
Notary Public

H. H. WHITE, JR.  
NOTARY PUBLIC  
PARISH OF ORLEANS  
STATE OF LOUISIANA

MY COMMISSION IS ISSUED FOR LIFE

JUL 24 1964  
Miss M. Clark

377-154

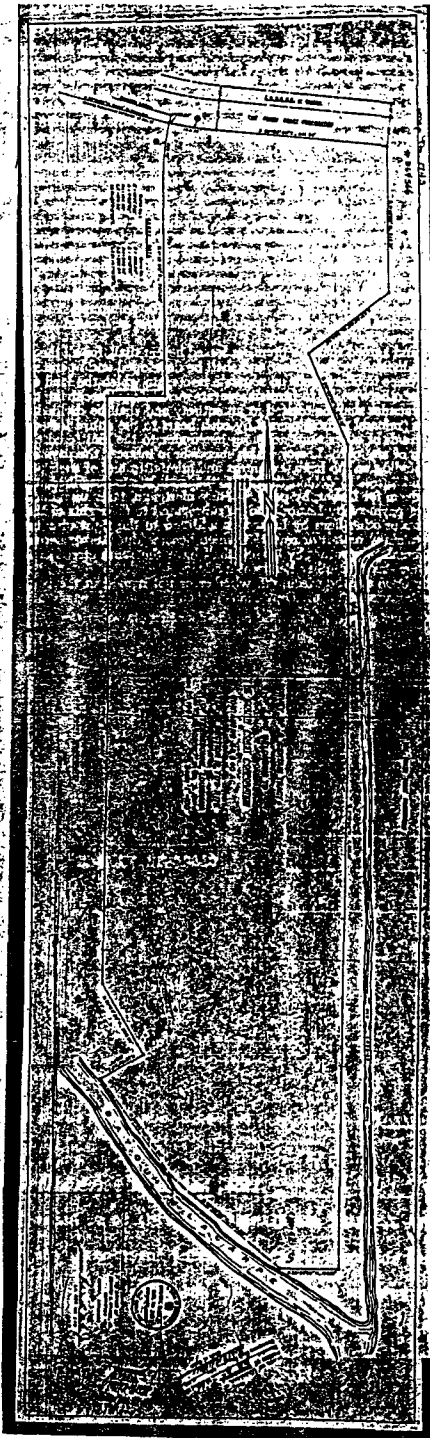
154

264566

map # 1743

II

II



205

D01156

201500

## CASH SALE OF PROPERTY

STATE OF LOUISIANA

BY  
THE SOUTH COAST CORPORATION

PARISH OF TERREBONNE

TO  
DELTA IRON WORKS, INC.

CITY OF HOUMA

BE IT KNOWN, That on this 13th day of July

1964.

BEFORE ME, CASHBY W. PETTIGREW, JR., a Notary Public

duly commissioned, qualified and sworn, within and for the Parish of Terrebonne, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter undersigned,

## PERSONALLY CAME AND APPEARED:

THE SOUTH COAST CORPORATION, a Delaware corporation, duly authorized to and doing business in the State of Louisiana, represented herein by and through JOSEPH J. MUNSON, its President, hereunto duly authorized by resolution of the Board of Directors of said The South Coast Corporation, a certified copy whereof is attached hereto and made part hereof, hereinafter designated as "Vendor", who declared unto me that it does by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver with all legal warranties and with full substitution and subrogation, in and to all the rights and actions of warranty which Vendor has or may have against all preceding owners and vendors, unto

DELTA IRON WORKS, INC., represented herein by and through E. H. NEWMAN, its President, hereunto duly authorized as per resolution of said Board, a copy of which is attached hereto and made part hereof, hereinafter designated as "Vendee", here present accepting, and purchasing for Vendee, its successors and assigns, and acknowledging due delivery and possession thereof, all and singular the following described property, to-wit:

A certain tract of land located in the Parish of Terrebonne, State of Louisiana, in Section 12, T17S-R17E, being a portion of the Woodlawn Plantation belonging to The South Coast Corporation, bounded on the north and on the east by lands belonging to The South Coast Corporation, on the south partly by lands belonging to The South Coast Corporation and partly by Bayou Lacarpe, and on the west partly by lands belonging to Delta Iron Works, Inc. and partly by Bayou Lacarpe; containing

68.640 acres, all as shown on the attached map of survey entitled "Survey of A Certain Tract of Land Belonging to The South Coast Corporation Containing 68.640 Ac. Located in Section 12, T17S-R17E Parish of Terrebonne Louisiana" by Edward C. McGee, Jr., Surveyor, dated June 20, 1964, and more particularly described as follows:



Beginning at a point on the line separating lands belonging to The South Coast Corporation and to Delta Iron Works, Inc. in Section 12, T17S-R17E, said point being located 22.58 feet in a southerly direction from the northeast corner of the Delta Iron Works, Inc. property and S 72° 04' 15" E 811.04 feet from an old grate bar marking the conventional N. W. corner of Section 12, T17S-R17E; thence in an easterly direction 168.35 feet along a curve having a radius of 1297.35 feet (the long chord of said curve being 168.23 feet long on a bearing of S 78° 17' E) to a point, thence S 82° 00' E a distance of 591.54 feet to a point, thence S 19° 10' W a distance of 513.31 feet to a point, thence S 53° 40' W a distance of 344.96 feet to a point, thence S 20° 50' E a distance of 345.13 feet to a point, thence S 19° 10' W a distance of 2891.13 feet to a point, thence N 88° 50' W a distance of 194.07 feet to a point near the left descending, or east bank of Bayou Lacarpe, thence along the meander of the east bank of Bayou Lacarpe in a northeasterly direction to another point on the east bank of Bayou Lacarpe and on the line separating lands belonging to The South Coast Corporation and to Delta Iron Works, Inc. (the courses between said points being N 49° 03' 20" W 494.60 feet and N 35° 25' 40" W 414.20 feet), thence along the lines separating lands of The South Coast Corporation and Delta Iron Works, Inc. N 59° 05' 54" E 168.76 feet, N 30° 22' 28" W 289.96 feet, N 10° 10' E 2,085.00 feet, S 88° 50' E 200.00 feet, N 1° 10' E 764.00 feet and 202.42 feet along a curve having a radius of 852.00 feet (the long chord of said curve being 202.04 feet long on a bearing of N 7° 15' 27" E) to the place of beginning.

TO HAVE AND TO HOLD the above described property unto the said Vendee, its successors and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of Sixty Eight Thousand Six Hundred Forty and No/100 (\$68,640.00) Dollars cash, which the said Vendee has well and truly paid, in ready and current money, to the said Vendor, who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefor.

This sale is made and accepted subject to the mineral servitude heretofore conveyed by Vendor to South Shore Oil & Development Company by act of compromise dated August 23, 1956 and recorded in Book 232 under Entry No. 157296 of the records of Terrebonne Parish, Louisiana, and to all rights which South Shore Oil & Development Company may have acquired by virtue of said act of compromise to prospect for, develop and produce oil, gas and other minerals, including sulphur, in, on and under the property herein conveyed.

Vendor further excepts from the sale and reserves for itself all of the royalties and rights in the minerals, and proceeds derived therefrom, which were retained or reserved by Vendor in the aforementioned act of compromise, and all such other rights as Vendor may have thereunder.

Vendor agrees, however, that it will obtain from South Shore Oil & Development Co. a release of its rights to enter upon the surface of the land herein conveyed for the purpose of exploring for and removing oil, gas and other minerals and exercising the rights acquired by virtue of the Act of Compromise dated August 23, 1956, and referred to above, provided, however, that the said South Shore Oil & Development Co. shall retain its mineral servitude and the right to recover minerals from the land herein conveyed by directional

drilling methods, it being the intention hereof that the release to be obtained from South Shore Oil & Development Co. will pertain only to its surface use of the herein conveyed property.

This sale is further made and accepted subject to all such other servitudes and rights, and to such oil, gas and mineral and other leases, if any, with respect to the property herein conveyed which may be outstanding and applicable to it.

By reference to the annexed certificate of the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Terrebonne, State of Louisiana, it will appear that the property herein described is not subject to any encumbrance whatsoever except such lien as may be created by the filing of the 1963 tax rolls in the office of the Clerk of Court, Parish of Terrebonne, Louisiana.

By reference to the annexed tax research certificate it appears that all of the State and Parish taxes, up to and

including those due and exigible upon said property for the year 1963, have been paid. All taxes for the current year have been pro rated between Vendor and Vendee as of the date hereof, and Vendor acknowledges receipt of the proper pro rata. Vendee assumes the payment of all taxes not herein stated to have been paid.

United States Internal Revenue Documentary Stamps in the amount of \$75.90 are annexed hereto and duly defaced and cancelled by me, Notary, in accordance with law.

THUS DONE, SIGNED AND PASSED in the City of Houma, Parish of Terrebonne, State of Louisiana, in the presence of the two undersigned competent witnesses who have signed as such, together with the said appearers and me, Notary, on the day and in the month and year first hereinabove written, after due reading of the whole.

WITNESSES:

S.A. Munson  
S.A. Munson

Roland L. Toups  
Roland L. Toups

THE SOUTH COAST CORPORATION

By Joseph S. Munson  
President

DELTA IRON WORKS, INC.

By W. D. Porter  
President

W. D. Porter  
Notary Public



Name of Clerk

## THE SOUTH COAST CORPORATION

BT

References

A certain tract of land located in the Parish of Terrebonne, State of Louisiana, in Section 12, T 17 S, R 17 E, being a portion of the Woodlawn Plantation belonging to The South Coast Corporation, bounded on the north and on the east by lands belonging to The South Coast Corporation, on the south partly by lands belonging to The South Coast Corporation and partly by Bayou LaCarpe, and on the west partly by lands belonging to Delta Iron Works, Inc., and partly by Bayou LaCarpe, containing 68,640 acres, all as shown on the attached map of survey entitled "Survey of a certain tract of land belonging to The South Coast Corporation containing 68,640 acres, located in Section 12, T 17 S, R 17 E, Parish of Terrebonne, Louisiana" by Edward C. McGee, Jr., Surveyor, dated June 20, 1964, and more particularly described as follows:

Beginning at a point on the line separating lands belonging to The South Coast Corporation and to Delta Iron Works, Inc., in Section 12, T 17 S, R 17 E, said point being located 22,588 feet in a southerly direction from the north-east corner of the Delta Iron Works, Inc., property and S 72° 04' 15" E 811.04 feet from an old grate bar marking the conventional N.W. corner of Section 12, T 17 S, R 17 E; thence in an easterly direction 168.35 feet along a curve having a radius of 1297.35 feet (the long chord of said curve being 168.23 feet long on a bearing of S 78° 17' E) to a point, thence S 82° 00' E, a distance of 591.54 feet to a point, thence S 1° 10' W, a distance of 513.31 feet to a point, thence S 53° 40' W, a distance of 344.96 feet to a point, thence S 20° 50' E, a distance of 345.13 feet to a point, thence S 1° 10' W, a distance of 2691.13 feet to a point, thence N 88° 50' W, a distance of 194.07 feet to a point near the left descending, or east bank of Bayou LaCarpe, thence along the meander of the east bank of Bayou LaCarpe, in a north-westerly direction to another point on the east bank of Bayou LaCarpe and on the line separating lands belonging to The South Coast Corporation and to Delta Iron Works, Inc., (the courses between said points being N 49° 03' 20" W, 494.60 feet and N 35° 25' 40" W, 414.20 feet), thence along the lines separating lands of The South Coast Corporation and Delta Iron Works, Inc., N 59° 05' 54" E, 168.76 feet, N 30° 22' 28" W, 289.96 feet, N 1° 10' E, 2,085.00 feet, S 86° 50' E, 200.00 feet, N 1° 10' E, 764.00 feet, and 202.42 feet along a curve having a radius of 952.00 feet (the long chord of said curve being 202.04 feet long on a bearing of N 7° 15' 27" E) to the place of beginning.

## EXCERPT:

(1) Such liens as may be created by the filing of the 1963 tax rolls in the office of the Clerk of Court of the Parish of Terrebonne, Louisiana.

IN TESTIMONY WHEREOF, Witness my hand and official seal at Houma, Parish of Terrebonne, Louisiana, this 30th day of June, 1964, at 5:00 o'clock P.M..

LB

Deputy Clerk of Court

EDWARD P. FREJEAN  
SHERIFF AND TAX COLLECTOR  
PARISH OF TERREBONNE  
HOUMA, LOUISIANA  
June 30, 1964

## TO WHOM IT MAY CONCERN:

This is to certify that property taxes assessed in the name of The South Coast Corp., 1963

1964 Tax Roll Assessment No. 12071

on the following described property: On both banks of Bayou G.

Caillou, Ed. Above by Houma Airport, Ed. below by Frank Wuzlow & Cedar Grove Pltn. Less R/Way CB 254/354.

Have been paid for the year 1961-62-63

*Ed. P. Frejean*  
Deputy Tax Collector  
Parish of Terrebonne, La.

200

D01160

CERTIFIED EXCERPT FROM MINUTES  
OF MEETING OF THE BOARD OF  
DIRECTORS OF THE SOUTH COAST  
CORPORATION, HELD IN CHICAGO,  
ILLINOIS, MARCH 17, 1964

"Upon motion duly made and seconded, the following resolution was unanimously adopted:

"RESOLVED, That the President of this Corporation, Mr. J. J. Munson, be and he is hereby authorized to sell approximately 67.5 acres of land in the portion of the Ashland Division, which is presently being developed for industrial use along the Houma Navigation Canal, to the Delta Iron Works of Houma, Louisiana."

I, S. J. MENARD, Assistant Secretary of THE SOUTH COAST CORPORATION, do hereby certify that the above and foregoing is a true and correct copy of a certain resolution duly adopted at a meeting of the Board of Directors of said corporation duly called and held on the seventeenth day of March, 1964, at which meeting a quorum of the Board was present as the same appears of record in the minute book of the Corporation.

IN EVIDENCE WHEREOF, witness my official hand and seal of said Corporation, in New Orleans, Louisiana, this 2nd day of July, 1964.

*S. J. Menard*  
Assistant Secretary

"I, S. J. MENARD, Assistant Secretary of THE SOUTH COAST CORPORATION, do hereby certify that the above and foregoing is a true and correct copy of a certain resolution duly adopted at a meeting of the Board of Directors of said corporation duly called and held on the seventeenth day of March, 1964, at which meeting a quorum of the Board was present as the same appears of record in the minute book of the Corporation.

BE IT FURTHER RESOLVED, that said Mr. Munson, acting in his said capacity, is further authorized and fully empowered and authorized in behalf of the Corporation in the execution of the aforesaid resolution and sale, in the payment of the required price to the vendor, and generally, to do and perform any and all acts that may be necessary in the premises."

"I hereby certify that the foregoing is a true and accurate copy of a resolution adopted unanimously at a regular meeting of the Board of Directors of DELTA IRON WORKS, INC., held at the direction of the Corporation on the 20th day of June, 1964."

*Lloyd Lelland*  
Secretary to the Board.

279

**D01139**

CURVE DATA  
 R=952.00' Δ=134°30'  
 Arc=275.00'  
 L.C.=274.68'  
 L.C.B.=5.79560"W

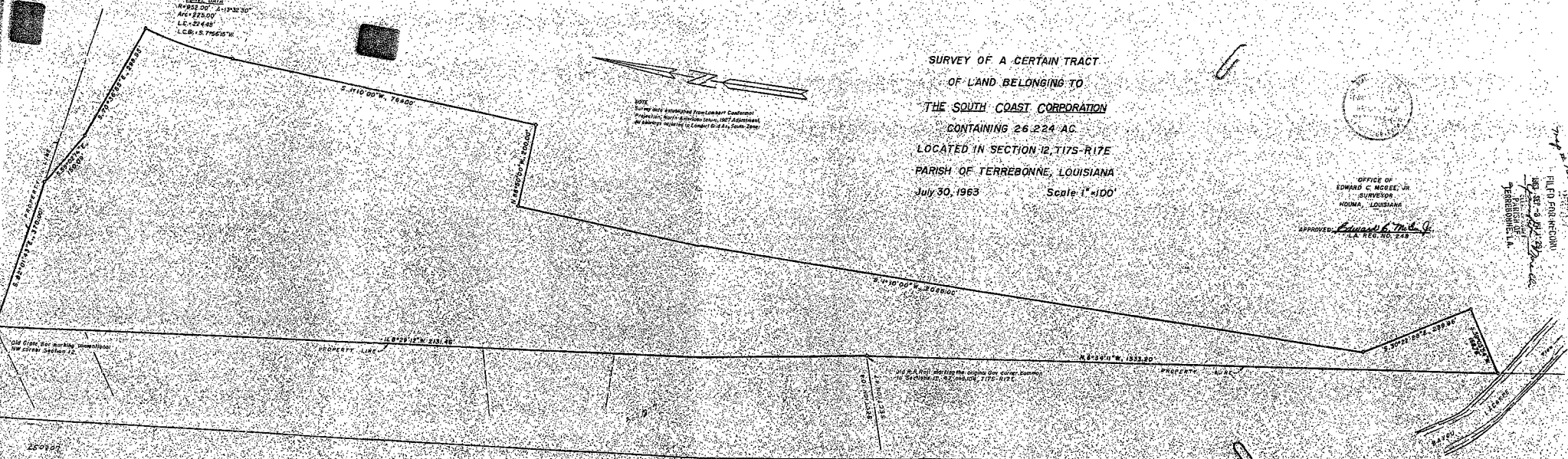
NOTE  
 Survey data investigated from Lambert Conformal  
 Projection, North American Datum, 1983 Adjustment,  
 and adjusted to include the Lambert 83 to 84 Datum Shift

SURVEY OF A CERTAIN TRACT  
 OF LAND BELONGING TO  
 THE SOUTH COAST CORPORATION  
 CONTAINING 26.224 AC.  
 LOCATED IN SECTION 12, T17S-R17E  
 PARISH OF TERREBONNE, LOUISIANA  
 July 30, 1963 Scale 1"=100'



OFFICE OF  
 EDWARD C. MOORE, JR.  
 SURVEYOR  
 NOUMA, LOUISIANA  
 APPROVED: *Edward C. Moore, Jr.*  
 LA REG. NO. 225

7-4-63  
 FILED FOR RECORD  
 BY: *[Signature]*  
 CLERK OF COURSE  
 TERREBONNE, LA



Mortgagor further binds and obligates himself to pay from time to time, as and when due, all taxes, paving and/or sewerage liens, and all other liens and privileges affecting the property herein mortgaged, and should he fail or neglect to do so, then and in that event mortgagee, or any future holder or holders of said note, shall have the right at his option (without in any manner affecting his liability should he fail to exercise said option) to pay said taxes, liens or privileges, either in full or any installment due thereon, and any sums thus paid, up to fifty percent (50%) of the principal amount of said note, shall be secured by this mortgage and shall bear the same rate of interest from date of payment as the note herein given.

Now personally came and appeared

wife of said

husband herein for the purpose of waiving the homestead exemption provided for in the Constitution of the State of Louisiana for the year 1921, as amended, and who both declared that they do hereby specially waive any and all homestead exemptions granted them under the Constitution aforesaid, to and in favor of the mortgagee herein, or any and all future holder or holders of said note, to the extent of the mortgage herein granted, together with interest, attorney's fees and costs, as aforesaid.

The mortgagor confesses judgment for the full amount due on the note identified herewith if same is not paid at maturity, and declares that in the event of the sale of said property under executory or other legal process, he hereby expressly authorizes that the same be sold without appraisal to the highest bidder for cash, the said mortgagor hereby expressly waiving the benefit of appraisal and of all laws relating thereto.

The parties dispense with the Certificate of Mortgages required by law, and exonerate me, undersigned officer, from any responsibility therefor.

IN FAITH WHEREOF, the parties, witnesses and I, said Notary, have signed these presents at my office in the City of Houma, Parish of Terrebonne, Louisiana, on the day and date first above written, after a due reading of the whole.

WITNESSES:

*Marianne B. Whitney*  
Marianne B. Whitney  
*Joan Leuland*  
Joan Leuland

*Allen J. Ellender, Jr.*  
Dr. Allen J. Ellender, Jr.  
BANK OF TERREBONNE AND TRUST COMPANY

*Edward Wright*  
BY: *Edward Wright*  
Edward Wright, NOTARY PUBLIC

September 17 1963  
Edward Wright, Notary Public

**SPECIAL MORTGAGE - No. 1  
AND CHATTEL MORTGAGE**

STATE OF LOUISIANA  
PARISH OF TERREBONNE

251297

Be It Known, that on this 17th day of September  
in the year of our Lord, nineteen hundred and sixty-three,

BEFORE ME, BARON B. BOURG,

Notary Public, duly commissioned and qualified in and for the Parish of Terrebonne, State of Louisiana,  
and in the presence of

lawful witnesses residing in said Parish,

PERSONALLY CAME AND APPEARED: DELTA IRON WORKS, INC., a corporation organized under and by virtue of the laws of the State of Louisiana, domiciled and doing business in the Parish of Terrebonne, and herein represented by E. H. Newman, President, who acts herein under and by virtue of a resolution adopted by the Board of Directors of said corporation at a meeting held on February 26, 1960, a certified copy of which resolution is hereto attached and made a part hereof,

(hereinafter referred to as mortgagee and as a person of the masculine gender, whether one or more) who declared and acknowledged said mortgage to be truly and lawfully indebted to said bank

BANK OF TERREBONNE AND TRUST COMPANY, a corporation organized under and by virtue of the banking laws of the State of Louisiana, domiciled and doing business in the Parish of Terrebonne, and herein represented by a proper officer thereof.

Not cancelled  
Attest  
By Clerk  
9, 1964



or advisable in order to carry out the purpose of this resolution:

## WITNESSES:

Thompson Co.  
W. H. Co.

Mary Leahy Milam  
 Secretary

Notary Public

Recorded

September 3, 1963

Deputy 3 J. L. S. Clerk

250707

CASH SALE OF PROPERTY

STATE OF LOUISIANA

BY

THE SOUTH COAST CORPORATION

PARISH OF TERREBONNE

TO

DELTA IRON WORKS, INC.

CITY OF HOUMA

BE IT KNOWN, That on this 29th day of August,  
 19 63.

BEFORE ME, Alvin W. Pettigrew, Jr., a Notary Public,  
 duly commissioned, qualified and sworn, within and for the  
 Parish of Terrebonne, State of Louisiana, therein residing, and  
 in the presence of the witnesses hereinafter undersigned,

## PERSONALLY CAME AND APPEARED:

THE SOUTH COAST CORPORATION, a Delaware corpora-  
 tion, duly authorized to and doing business in the  
 State of Louisiana, represented herein by and through  
 JOSEPH J. MUNSON, its President, hereunto duly author-  
 ized by resolution of the Board of Directors of said  
 The South Coast Corporation, a certified copy whereof  
 is attached hereto and made part hereof,

hereinafter designated as "Vendor", who declared unto me, Notary,  
 that it does by these presents grant, bargain, sell, convey,  
 transfer, assign, set over, abandon and deliver with all legal  
 warranties and with full substitution and subrogation in and to  
 all the rights and actions of warranty which Vendor has or may  
 have against all preceding owners and vendors, unto:

DELTA IRON WORKS, INC. represented herein by and through  
 E. H. NEWMAN, its President, hereunto duly authorized  
 by resolution of said Board, a copy of which is  
 attached hereto and made part hereof,



hereinafter designated as "Vendee", here present accepting, and purchasing for Vendee, its successors and assigns, and acknowledging due delivery and possession thereof, all and singular the following described property, to-wit:

A certain tract of land located in the Parish of Terrebonne, State of Louisiana, in Section 12, T17S-R17E, being a portion of the Woodlawn Plantation belonging to The South Coast Corporation, bounded on the north partly by Section 101, T17S-R17E, and partly by lands belonging to The South Coast Corporation, on the east and on the south by lands belonging to The South Coast Corporation and on the west by Sections 47, 104 and 101, T17S-R17E, containing 26.224 acres, all as shown on the attached map of survey entitled

"Survey of A Certain Tract of Land Belonging to The South Coast Corporation Containing 26.224 Acres, Located in Section 12, T17S-R17E, Parish of Terrebonne, Louisiana" by Edward C. McGee, Jr., Surveyor, dated July 30, 1963, and more particularly described as follows:

Beginning at an old grata bar marking the conventional NW corner of Section 12, T17S-R17E; thence S 82°01'41" E a distance of 370.00 feet to a point on the north boundary line of property belonging to The South Coast Corporation; thence S 59°02'14" E a distance of 150.09 feet to a point; thence S 70°38'55" E a distance of 298.95 feet to a point; thence in a southerly direction a distance of 225.0 feet along the arc of a circle whose radius is 652.0 feet with a central angle of 13°32'30" (long chord of 224.48 feet bearing S 79°56'15" W); thence S 1°10'00" W a distance of 764.00 feet to a point; thence N 88°50'00" W a distance of 200.00 feet to a point; thence S 1°10'00" W a distance of 2085.00 feet to a point; thence S 30°22'28" E a distance of 289.96 feet to a point; thence S 59°05'54" W a distance of 168.76 feet to a point on the west boundary line of property belonging to The South Coast Corporation; thence along the west boundary line of The South Coast Corporation property N 6°34'11" W a distance of 1533.20 feet and N 8°29'12" W a distance of 2131.46 feet to the point of beginning.

TO HAVE AND TO HOLD the above described property unto the said Vendee, its successors and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of SEVENTY-SEVEN THOUSAND, FIVE HUNDRED SEVENTY-FIVE & 10/100 (\$77,575.00) DOLLARS cash, which the said Vendee has well and truly paid, in ready and current money, to the said Vendor, who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefor.

This sale is made and accepted subject to the mineral servitude hereto fore conveyed by Vendor to South Shore Oil & Development Co. by act of compromise dated August 23, 1956, and recorded in Book 232 under Entry No. 157296 of the records of Terrebonne Parish, Louisiana, and to all rights which South Shore Oil & Development Co. may have acquired by virtue of said act of compromise to prospect for, develop and produce oil, gas and other minerals, including sulphur, in, on and under the property herein conveyed.

Vendor further excepts from the sale and reserves for itself all of the royalties and rights in the minerals, and proceeds derived therefrom, which were retained or reserved by Vendor in the aforementioned act of compromise, and all such other rights as Vendor may have thereunder.

Vendor agrees, however, that it will obtain from South Shore Oil & Development Co. a release of its rights to enter upon the surface of the land herein conveyed for the purpose of exploring for and removing oil, gas and other minerals and exercising the rights acquired by virtue of the Act of Compromise dated August 23, 1956, and referred to above, provided, however, that the said South Shore Oil & Development Co. shall retain its mineral servitude and the right to recover minerals from the land herein conveyed by directional drilling methods, it being the intention hereof that the release to be obtained from South Shore Oil & Development Co. will pertain only to its surface use of the herein conveyed property.

This sale is further made and accepted subject to all such other servitudes and rights and to such oil, gas and mineral and other leases, if any, with respect to the property herein conveyed which may be outstanding and applicable to it.

By reference to the annexed certificate of the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Terrebonne, State of Louisiana, it will appear that the property herein described is not subject to any encumbrance whatsoever, except such lien as may be created by the filing of the 1963 tax rolls in the office of the Clerk of Court, Parish of Terrebonne, Louisiana.

By reference to the annexed tax research certificate it appears that all of the State and Parish taxes, up to and including those due and exigible upon said property for the year 1962, have been paid. All taxes for the current year have been pro rated between Vendor and Vendee as of the date hereof, and Vendor acknowledges receipt of the proper pro rata. Vendee assumes the payment of all taxes not herein stated to have been paid.

United States Internal Revenue Documentary Stamp in the amount of \$85.80 are annexed hereto and duly defaced and cancelled by me, Notary, in accordance with law.

THUS DONE, SIGNED AND PASSED in the City of Houma, Parish of Terrebonne, State of Louisiana, in the presence of the two undersigned competent witnesses who have signed as such, together with the said appearers and me, Notary, on the day and in the month and year first hereinabove written, after due reading of the whole.

## WITNESSES:

S. A. Munson  
S. A. Munson

Roland L. Toups  
Roland L. Toups

## THE SOUTH COAST CORPORATION

By Joseph J. Munson  
President

## DELTA IRON WORKS, INC.

By Edw. H. Hurdman  
President

Calvin W. Portgrew, Jr.  
Notary Public



ARL P. PREYER  
SHERIFF AND TAX COLLECTOR  
PARISH OF TERREBOUNE  
LOUISIANA  
August 1, 1963

TO WHOM IT MAY CONCERN:

This is to certify that property taxes assessed in the name of  
South Coast Corp. (Inc) 1962 Tax Roll Assessment No. 12716  
on the following described property: On both sides of Highway G  
Caillou, Rd. A. by Houma Airport, Rd. B. by Frankfort, La. to  
Grope Pln. Less Rural Houma Navigation Canal CB 2nd 3rd 4th 5th 6th  
Ashland & Woodlawn Pln. Less 275.20 acres for Airport & R.R. Station.

Have been paid for the year 1962

*Miss M. D. K. L.*  
DEPUTY TAX COLLECTOR  
Parish of Terrebonne, La.

Name of Clerk	THE SOUTH COAST CORPORATION
BT	*****
References	<p>A certain tract of land located in the Parish of Terrebonne, State of Louisiana, in Section 12, T17S-R17E, being a portion of the Woodlawn Plantation belonging to The South Coast Corporation, bounded on the north partly by Section 101, T17S-R17E and partly by lands belonging to The South Coast Corporation, on the east and on the south by lands belonging to The South Coast Corporation and on the west by Sections 47, 104 and 101, T17S-R17E, containing 26,224 acres, all as shown on the attached map of survey entitled "Survey of A Certain Tract of Land Belonging to The South Coast Corporation Containing 26,224 Acres, Located in Section 12, T17S-R17E, Parish of Terrebonne, Louisiana" by Edward C. McGee, Jr., Surveyor, Dated July 30, 1963, and more particularly described as follows:</p> <p>Beginning at an old gate bar marking the convention at NW corner of Section 12, T17S-R17E; thence S 52°01'43" E a distance of 370.00 feet to a point on the north boundary line of property belonging to The South Coast Corporation; thence S 59°02'14" E a distance of 150.09 feet to a point; thence S 70°36'55" E a distance of 298.95 feet to a point; thence in a southerly direction a distance of 225.0 feet along the arc of a circle whose radius is 952.0 feet with a central angle of 13°32'30" (long chord of 224.48 feet bearing S 70°56'15" W); thence S 1°10'00" W a distance of 764.00 feet to a point; thence N 88°50'00" W a distance of 200.00 feet to a point; thence S 1°10'00" W a distance of 2085.00 feet to a point; thence S 30°22'28" E a distance of 289.96 feet to a point; thence S 59°05'54" W a distance of 168.76 feet to a point on the west boundary line of property belonging to The South Coast Corporation; thence along the west boundary line of The South Coast Corporation property N 6°34'11" W a distance of 1533.20 feet and N 8°29'12" W a distance of 2131.46 feet to the point of beginning.</p>

EXCEPT:

(1) Such liens as may be created by the filing of the 1962 tax rolls in the office of the Clerk of Court of the Parish of Terrebonne, Louisiana.

IN TESTIMONY WHEREOF, Witness my hand and official seal at Houma, Parish of Terrebonne, Louisiana, this 31st day of July, 1963, at 5:00 o'clock P. M.

*Betty A. Trahan*  
Betty A. Trahan  
Deputy Clerk of Court

CERTIFIED EXCERPT FROM MINUTES  
OF MEETING OF THE BOARD OF DIRECTORS  
OF THE SOUTH COAST CORPORATION,  
HELD IN CHICAGO, ILLINOIS, ON JUNE  
27, 1963

"Upon motion made and seconded, the following resolution was adopted:

"RESOLVED, that the Management be and it is hereby authorized and empowered to sell to Delta Iron Works, Inc., for the sum of \$77,575.00 a tract of land located in the northwest corner of Section 12, T-17-S-R-17-E, Parish of Terrebonne, State of Louisiana, being a portion of the Woodlawn Plantation, containing 26.224 acres."

I, S. J. MENARD, Assistant Secretary of THE SOUTH COAST CORPORATION, do hereby certify that the above and foregoing is a true and correct copy of a certain resolution duly adopted at a meeting of the Board of Directors of said corporation duly called and held on the twenty-seventh day of June, 1963, at which meeting a quorum of the Board was present as the same appears of record in the minute book of the corporation.

IN EVIDENCE WHEREOF, witness my official hand and seal of said corporation, in New Orleans, Louisiana, this 21st day of August, 1963.

*S. J. Menard*  
Assistant Secretary

## RESOLUTION:

Now, therefore, BE IT RESOLVED, by the Board of Directors of DELTA IRON WORKS, INC. that E. H. Newman, President of said Corporation, be and he hereby is, authorized and empowered to negotiate with The South Coast Corporation relative to the purchase of a tract of land located in the Parish of Terrebonne, State of Louisiana, adjoining to and abutting upon certain lands owned by said Delta Iron Works, Inc.; said tract of land to be acquired amounting to approximately five acres, more or less, and at such price, and under such terms and conditions as may be determined by said E. H. Newman, in his best judgment and discretion; and

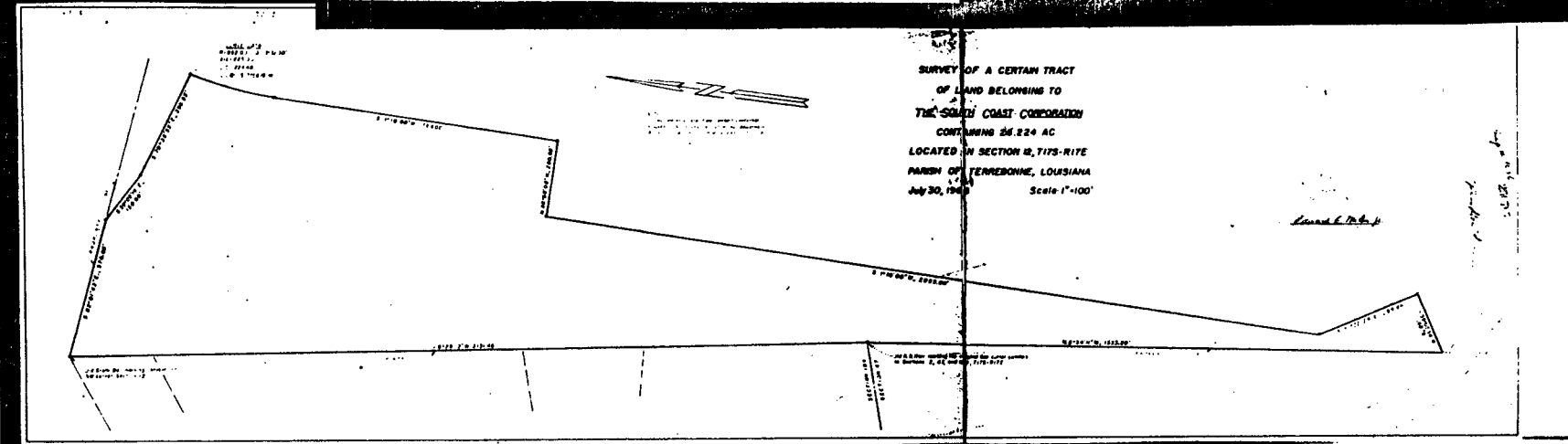
BE IT FURTHER RESOLVED, that said E. E. Newman, acting as his said capacity, be and is further authorized and fully empowered to sign, in the name of the Corporation any act of purchase and sale, and such drafts, notes, or other evidence of indebtedness as may be required for the Corporation to acquire title to and possession of the above-mentioned tract of land, and generally to do and perform any and all acts necessary in the premises to successfully conclude the entire transaction.

I hereby certify that the foregoing is a true and accurate copy of resolution unanimously adopted at a regular meeting of the Board of Directors of DELTA IRON WORKS, INC. held at the premises of the Corporation on the 26th day of July, A.D. 1963.

Lloyd LeBlanc, Secretary to the Board

*[Faint handwritten notes, possibly "P. 11-12"]*

map. # 1631



Received September 3, 1946:  
Victory 3. Victory 4. Victory 5.

192

D01170

This sale and transfer is made and accepted for and in consideration of the price and sum of One Thousand and No/100--(\$1,000.00) Dollars, lawful United States Currency, paid cash by the purchaser to the vendor who hereby grants full and final acquittance, receipt and discharge therefor.

All taxes assessed against the said property to and include in the current year are assumed by purchaser herein.

The parties dispense with the Certificate of Mortgages required by law, and exonerate me, undersigned officer, from any responsibility therefor.

IN FAITH WHEREOF, the parties, witnesses and I, said Notary, have signed these presents at my office in the City of Houma, Parish of Terrebonne, Louisiana, on the day and date first above written, after a due reading of the whole.

WITNESSES:

*Marjorie Kelley*  
*Scuddy J. Breaux, Jr.*

*Ruthie H. H. H.*  
*Notary Public*



*John M. H.*

Recorded July 8 1963  
*John M. H.* Clerk

STATE OF LOUISIANA  
PARISH OF TERREBONNE

BE IT KNOWN that on this 11th day of June in the year of our Lord nineteen hundred and sixty-three,

BEFORE ME, H. MINOR PIPES,

a Notary Public, duly commissioned and qualified in and for the Parish of Terrebonne, State of Louisiana, and in the presence of Marjorie Kelley and Scuddy J. Breaux, Jr., lawful witnesses residing in said Parish,

PERSONALLY CAME AND APPEARED:

ST. MARTIN & McKEY BARGE CO., INC., a Louisiana corporation, organized and domiciled in Terrebonne Parish, Louisiana, herein represented by a duly authorized officer thereof,

(hereinafter referred to as vendor and as a person of the masculine gender, whether one or more) who declared that he had sold, and by these presents he does sell, cede, transfer, convey, abandon and deliver with all the legal warranties, and with full substitution and subrogation to all his rights and actions in warranty against all preceding owners and vendors to and unto

HELDENBRAND, INC., a Louisiana corporation, whose mailing address is P. O. Box 178, New Iberia, Louisiana, herein represented by a duly authorized officer thereof,

(hereinafter referred to as purchaser and as a person of the masculine gender, whether one or more) here present, accepting and purchasing for himself his heirs, successors or assigns, and acknowledging due delivery and possession thereof, the following described property, to-wit:

ONE (1) certain all welded steel barge, measuring forty-five (45') feet in length, seventeen (17') feet in width and three and one-half (3-1/2') feet in depth, bearing number TJ 404.

This sale and transfer is made and accepted for and in consideration of the price and sum of One and no/100 (\$1.00) Dollars, lawful United States Currency, paid cash by the purchaser to the vendor who hereby grants full and final acquittance, receipt and discharge therefor.

The parties dispense with the Certificate of Mortgages required by law, and exonerate me, undersigned officer, from any responsibility therefor.

IN FAITH WHEREOF, the parties, witnesses and I, said Notary, have signed these presents at my office in the City of Houma, Parish of Terrebonne, Louisiana, on the day and date first above written, after a due reading of the whole.

## WITNESSES:

Marjorie Kelley

Scuddy J. Breaux, Jr.

St. Martin & McKey Barge Co., Inc.

By: H. P. St. Martin, Jr.  
H. P. St. Martin, Jr., President  
Heidenbrand, Inc.

By: H. Minor Pipes  
H. Minor Pipes - Notary Public

Recorded July 8, 1963

24876

KNOW ALL MEN BY THESE PRESENTS, that we,  
PRUTH REALTY COMPANY, Inc., a Louisiana corporation, domiciled in the Parish of East Baton Rouge, Louisiana, herein represented by Thomas E. Pruth, Secretary-Treasurer, under and by virtue of a resolution of the Board of Directors of said corporation, a copy of which is on file in the office of the Clerk and Recorder of the Parish of Terrebonne, Louisiana, herein represented by Thomas E. Pruth, President of said corporation, in the Parish of East Baton Rouge, Louisiana, whose permanent mailing address is designated to be 2535 North Acadian Thruway, Metairie, who declared that for the consideration and upon the terms expressed below, SELLER do hereby sell and deliver with full warranty of title and with subrogation to all rights and actions of mortgagee SELLER may have, unto

KIMO J. BASCLE, JR., a Louisiana resident, who is married to NETTIE ADAMS BASCLE, JR., of the following described property the possession and custody of which ADAMS  
KIMO J. BASCLE, JR., hereinafter called BUYER, acknowledged:

A certain lot or parcel of ground together with all improvements thereon, situated in the Parish of Terrebonne, State of Louisiana, in the 17, T18C, N17E, in that subdivision known as FAIRFIELD SUBDIVISION and designated on a map made by F. C. Blackwood, Jr., Civil Engineer as LOT NO. 29, Block 5, said subdivision, said lot having a front of 54 feet on the south side of Washington Street, by a depth between parallel lines of 97.7 feet.

THIS SALE IS MADE FOR THE CONSIDERATION OF One Thousand Two Hundred and No/100 (\$1,200.00) Dollars, of which sum the purchaser has paid in cash, receipt of which is acknowledged and full discharge granted therefor, the sum of Ten and No/100 (\$10.00) Dollars, and for the balance of the purchase price, the sum of One Thousand One Hundred Ninety and No/100 (\$1,190.00) Dollars, purchaser has made and subscribed his one certain promissory note of even date herewith payable to the order of "TRUSTEE" and by maker endorsed in blank in the amount of \$1,190.00, payable at the Louisiana National Bank of Baton Rouge, in equal monthly payments of \$10.00 each, the first installment being due and payable on or before the 10 day of August, 1963, and one installment being due and payable on or before the 10 day of each succeeding month thereafter until all are paid together with interest at the rate of Eight (8%) per cent per annum from maturity until paid.

The note paraphrased for identification with this act further provides that, if it should be placed in the hands of an attorney for collection, by suit or otherwise, the maker will pay attorney's fees fixed at Ten (10%) per cent of the amount due or in suit.

In order to secure the full and final payment of the unpaid purchase price, represented as aforesaid, together with all costs, including attorney's fees, BUYER grants and SELLER retains a special mortgage with vendor's lien and privilege on the property sold in favor of SELLER and any future holder of the note, or any part hereof.



240687

325

SURFACE LEASESTATE OF LOUISIANA  
PARISH OF TERREBOUNE

BE IT KNOWN AND REMEMBERED that the following contract of lease was on this 9th day of January, in the year of our Lord, nineteen hundred and sixty-three, entered into by and between:

A. ST. MARTIN COMPANY, LTD., a corporation organized under and by virtue of the laws of the State of Louisiana, and herein represented by Dr. H. P. St. Martin, its President, who acts herein under and by virtue of a resolution of the Board of Directors of said corporation, duly adopted at a meeting of said Board held at its domicile on January 3, 1963, a certified copy of which resolution is hereto attached and made a part hereof, (hereinafter referred to as LESSOR) and

DELTA IRON WORKS, INC., a corporation organized under and by virtue of the laws of the State of Louisiana, and herein represented by E. H. Newman, its President, who acts herein under and by virtue of a resolution of the Board of Directors of said corporation, duly adopted at a meeting of said Board held at its domicile on November 20, 1962, a certified copy of which resolution is hereto attached and made a part hereof, (hereinafter referred to as LESSEE).

WITNESSETH

Lessor has leased, and does by these presents hereby let, lease, and give, for the consideration and on the terms and conditions hereinafter stipulated, to and unto Lessee, the following described property, to-wit:

"A certain tract of land, situated in the Parish of Terrebonne, Louisiana, being a part of the Crescent Plantation, and described as Lots 'G' and 'H' of the Subdivision of Lot 122 of the Crescent Plantation, containing .64 acres and .64 acres, respectively, more or less; the said Lot 122 being shown on a plan of Subdivision of the Crescent Plantation made by J. C. Waties, Civil Engineer, in July 1923, on file in the Office of the Clerk of Court, and Lots 'G' and 'H' of Lot 122 being shown on a plan of Subdivision of the said Lot 122, made by Joseph F. Villavaso, Civil Engineer, on April 2, 1925, said plan being annexed to and made part of the act of sale from Peoples Sugar Company, Inc. to

Peoples Milling, executed on April 6, 1925, and recorded in Conveyance Book 82, folio 236, et seq., the original thereof, together with the plan, are to be found in Volume 117 of Original Acts under Entry No. 1486; said two tracts forming one composite tract and being bounded as follows: on the West side by property of Julius Dupont and Blum & Bergeron; on the North side by the Texas & New Orleans Railroad; on the South side by Bayou Lafourche, and on the East side by property of Dr. S. Ernest Ellender; together with all the rights, ways, privileges, and servitudes thereunto belonging or in anywise appertaining.

LESS AND EXCEPTING a 50-foot strip sold along the North boundary of Lot 'G' to South Coast Company, on October 21, 1929, by act on file in the Clerk's Office, recorded in Conveyance Book 92, folio 112 et seq."

Being the same property acquired by Lessor from Peoples Bank and Trust Company in liquidation on March 12, 1929, and January 5, 1931. See Conveyance Book 90, folio 796, and Conveyance Book 95, folio 361, respectively.

This lease is for a period of five (5) years beginning on January 1, 1963 and ending on December 31, 1967, subject to the renewal provisions hereinafter set forth.

(\$300.00) DOLLARS per month payable in advance. Lessor acknowledges receipt of the sum of THREE HUNDRED AND NO/100 (\$300.00) DOLLARS in payment of the rental for the month of January 1963, and grants full acquittance therefor.

Lessee obligates itself to pay the rental punctually when due, and failure to pay two successive monthly rentals vests in Lessor the right to either have said lease cancelled, or to make all remaining rentals immediately due and exigible at its option.

The property herein leased is to be used by Lessee for all legitimate purposes, and particularly in connection with its business.

Any canal or slip that might be dredged on the property herein leased after proper authority obtained from the Corps of Engineers will be piloted on all sides by Lessee at its expense.

The Lessee is accorded the right to construct a building or buildings on the property herein leased with the understanding that it may remove said building or buildings at the termination of this lease or its renewal, provided that the property is returned to Lessor in a leveled condition.

Taxes on the real estate will be paid by Lessor, and all taxes on the improvements placed on said property will be paid by Lessee.

As a part of the consideration for the present lease, Lessor grants to Lessee the right and option to renew the present lease for seven additional 5-year periods on the same terms and conditions, but with an enhancement of the monthly rental for said seven additional 5-year periods, as follows:

For the first additional 5-year period, the monthly consideration is to be the sum of FOUR HUNDRED AND NO/100 (\$400.00) DOLLARS.

For the second additional 5-year period, the monthly consideration is to be the sum of FOUR HUNDRED AND NO/100 (\$400.00) DOLLARS.

For the third additional 5-year period, the monthly consideration is to be the sum of FOUR HUNDRED AND NO/100 (\$400.00) DOLLARS.

For the fourth additional 5-year period, the monthly consideration is to be the sum of FOUR HUNDRED AND NO/100 (\$400.00) DOLLARS.

For the fifth additional 5-year period, the monthly consideration is to be the sum of FOUR HUNDRED FIFTY AND NO/100 (\$450.00) DOLLARS.

For the sixth additional 5-year period, the monthly consideration is to be the sum of FOUR HUNDRED FIFTY AND NO/100 (\$450.00) DOLLARS.

For the seventh additional 5-year period, the monthly consideration is to be the sum of FOUR HUNDRED FIFTY AND NO/100 (\$450.00) DOLLARS.

It being the agreement that the maximum period that said property can be leased is a period of forty (40) years from January 1, 1963.

Lessor obligates itself to give Lessee a written notice by Registered Mail, postage prepaid, on or before the expiration of each 5-year renewal period of the termination of the respective 5-year period, with the request that it make known its intention to renew or not to renew the lease for said additional 5-year period. Should Lessor fail to give said notice and Lessee remains in possession of the property subsequent to any 5-year period, then in that event the lease will be considered as having been reconducted for the additional period of five years, and for the consideration fixed for said particular 5-year period.

It is the intent of the parties hereto that this lease shall supersede

and in the place of the lease executed by the parties hereto under date of March 4, 1955, and the said lease of March 4, 1955, is hereby revoked and annulled as of January 1, 1963.

IN WITNESS WHEREOF, the said Lessors and Lessee have signed these presents on this 9th day of January, 1963, in the presence of the undersigned Notary Public, after the reading of the whole.

John L. Leland  
William B. Whitney  
John L. Leland  
William B. Whitney

A. ST. MARTIN COMPANY, LTD., (Lessor)  
 BY: M. H. P. Martin  
 President

DELTA IRON WORKS, INC., (Lessee)  
 BY: E. H. Newman  
 President

STATE OF LOUISIANA  
 PARISH OF TERREBORE

BEFORE ME, the undersigned Notary Public, personally appeared M. H. P. MARTIN, who being by me first duly sworn, depose and said:

That he is President of A. St. Martin Company, Ltd., and that he executed the above and foregoing instrument in behalf of said corporation under authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

M. H. P. Martin  
 M. H. P. St. Martin

SWORN TO AND SUBSCRIBED BEFORE ME  
 this 9th day of January,  
 1963.

Frank W. Muralow, Jr.  
 Frank W. Muralow, Jr., Notary Public

STATE OF LOUISIANA  
 PARISH OF TERREBORE

BEFORE ME, the undersigned Notary Public, personally appeared E. H. NEWMAN, who being by me first duly sworn, depose and said:

That he is President of Delta Iron Works, Inc., and that he executed the above and foregoing instrument in behalf of said corporation under authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

E. H. Newman  
 E. H. Newman

SWORN TO AND SUBSCRIBED BEFORE ME  
 this 15th day of January,  
 1963.

Frank W. Muralow, Jr.  
 Frank W. Muralow, Jr., Notary Public

RESOLUTION  
BE IT RESOLVED by the Board of Directors of A. ST. MARTIN COMPANY, 177., that Dr. W. P. St. Martin, its President, be and he is hereby authorized and empowered to lease, let and hire to and unto Delta Iron Works, Inc., a surface lease on Lots 101 and 102 of the Subdivision of Lot 109 of the Crescent Plantation Subdivision, for such a consideration and on such terms and conditions as he might deem wise and judicious; hereby approving, confirming and ratifying all acts that said President may do and perform by virtue hereof.

I, CURTIS A. LEBLANC, Secretary of A. St. Martin Company, Ltd., hereby certify that the foregoing resolution was duly passed and adopted at a meeting of the Board of Directors of said corporation held at its domicile in the City of Houma, Louisiana, on January 3, 1963, after due notice given; that a quorum of the Board was present at said meeting, and voted unanimously in favor of said resolution.

WITNESS my hand and seal this 12th day of January, A. D., 1963.

*[Signature]*  
Secretary

RESOLUTION  
BE IT RESOLVED by the Board of Directors of DELTA IRON WORKS, INC. that S. H. Martin, its President, be and he is hereby authorized and empowered to accept a surface lease from A. St. Martin Company, Ltd., on Lots 101 and 102 of the Subdivision of Lot 109 of the Crescent Plantation Subdivision, said lease to be for such a period and consideration and on such terms and conditions as the said President may agree to, hereby approving, confirming and ratifying all acts that the said President may do and perform by virtue hereof.

I, Lloyd LeBlanc, Secretary of Delta Iron Works, Inc., hereby certify that the foregoing resolution was duly passed and adopted at a meeting of the Board of Directors of said corporation held at its domicile in the City of Houma, Louisiana, on November 27, 1962, after due notice given; that a quorum of the Board was present at said meeting, and voted unanimously in favor of said resolution.

WITNESS my hand and seal this 15th day of January, 1963.

*[Signature]*  
Secretary

FILED FOR RECORD  
1963 JAN 17 AM 9:36  
JAMES M. CLAY  
CLERK OF COURT  
PARISH OF  
TERREBONNE, LA.

STATE OF LOUISIANA  
PARISH OF TERREBONNE

246688

BE IT KNOWN that on this 16th day of January in the

From the  
it does not a  
thereof.



the Parish of  
ibed property since his acquisition

From the annexed Tax Research, it appears that all taxes due and exigible on the above-described property from and including the year down to and including the year 1962 have been paid.

The Mortgagor hereby declares that there are no mortgages, liens, or encumbrances of record against the property herein described.

The said Mortgagor further declares that in favor of the Mortgagor, he waives any and all of the notes secured hereby, and as regards the property hereby mortgaged, he waives any and all homestead exemptions to which he is or may be entitled under the Constitution and laws of the State of Louisiana.

And now to these presents intervenes Mrs. Agnes Butt Usie, wife of the said Mortgagor, who declares that she hereby joins her said husband in the waiver of homestead exemptions hereinabove stipulated.

Thus done and passed in my office at Houma, Louisiana, on the 1st day of month, and year first above written and in the presence of Sandra Freeman, Delores Pitre, witnesses of lawful age domiciled in this Parish and State, and therein residing, who have signed their names with the said appears, and me, Notary, after reading thereof.

WITNESSES:

Sandra Freeman, Delores Pitre, LEE J. USIE, MRS. AGNES BUTT USIE, By: J. Maxwell Pringle & Company, Inc. KENNETH WATKINS: NOTARY PUBLIC

This form may be used as the security instrument in connection with mortgages to be insured under Sections 203 and 222, and in connection with "individual mortgages" to be insured under Sections 213, 220, 221, 233, 809 and 810 of the National Housing Act. Houma, La., Oct. 1, 1963. I hereby certify that all taxes due on the property herein conveyed have been fully paid and discharged.

Recorded October 1, 1963  
Dorothy J. Foster, Clerk

STATE OF LOUISIANA  
PARISH OF TERREBONNE

# RELEASE OF SURFACE RIGHTS

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, by Agreement of Compromise dated August 23, 1956, and recorded in Book 232 under Entry No. 157296 of the Records of Terrebonne Parish, Louisiana, The South Coast Corporation conveyed unto South Shore Oil and Development Company all of the oil, gas and other minerals in and under certain lands of The South Coast Corporation which were more fully described in said Act; and

WHEREAS, The South Coast Corporation has, by instrument dated AUGUST 29, 1963 and recorded in THE OFFICE OF THE CLERK OF THE COURT OF THE PARISH OF TERREBONNE, LOUISIANA sold to Delta Iron Works, Inc. the following described property:

A certain tract of land located in the Parish of Terrebonne, State of Louisiana, in Section 12, T17S-R17E, being a portion of the Woodlawn Plantation belonging to The South Coast Corporation, bounded on the north partly by Section 101, T17S-R17E and partly by lands belonging to The South Coast Corporation, on the east and on the south by lands belonging to The South Coast Corporation and on the west by Sections 47, 104 and 101, T17S-R17E; containing 26.224 acres, all as shown on the attached map of survey entitled "Survey of A Certain Tract of Land Belonging to The South Coast Corporation Containing 26.224 Acres, Located in Section 12, T17S-R17E, Parish of Terrebonne, Louisiana" by Edward C. McGee, Jr., Surveyor, dated July 30, 1963, and more particularly described as follows:

tion of NW corner of Section 12, T17S-R17E; thence S 82°01' 43" E a distance of 370.00 feet to a point on the north boundary line of property belonging to The South Coast Corporation; thence S 59°02'14" E a distance of 150.09 feet to a point; thence S 70°36'55" E a distance of 298.95 feet to a point; thence in a southerly direction a distance of 225.0 feet along the arc of a circle whose radius is 952.0 feet with a central angle of 13° 32'30" (long chord of 224.48 feet bearing S 7° 56'15" W); thence S 1°10'00" W a distance of 764.00 feet to a point; thence N 88°50'00" W a distance of 200.00 feet to a point; thence S 1°10'00" W a distance of 2085.00 feet to a point; thence S 30°22'28" E a distance of 289.96 feet to a point; thence S 59°05'54" W a distance of 168.76 feet to a point on the west boundary line of property belonging to The South Coast Corporation; thence along the west boundary line of The South Coast Corporation property N 6°34'11" W a distance of 1533.20 feet and N 8°29'12" W a distance of 2131.46 feet to the point of beginning.

WHEREAS, under the provisions of said Agreement of Compromise The South Coast Corporation has requested South Shore Oil and Development Company to release its surface rights in said tract;

NOW, THEREFORE, in consideration of the premises and in order to carry out the terms of said Agreement of Compromise, South Shore Oil and Development Company, herein represented by JOHN F. BRICKER, its President, does hereby quitclaim and release unto Delta Iron Works, Inc., its right to drill upon or to otherwise use or go upon the surface of the above described tract of land. It is understood and agreed, however, that South Shore Oil and Development Company does not in any manner release or relinquish any portion of the mineral servitude which it acquired by said Agreement of Compromise and South Shore Oil and Development Company specifically retains all of the oil, gas and other minerals under said tract of land, together with the right to recover said minerals by directional drilling methods, it being the intent of South Shore Oil and Development Company to release only its rights to use the surface of the above described lands.

IN WITNESS WHEREOF, this instrument is executed on the 10<sup>th</sup> day of SEPTEMBER, 1963, in the presence of the undersigned competent witnesses.

WITNESSES:

*John F. Bricker*  
*John F. Bricker*

SOUTH SHORE OIL AND  
DEVELOPMENT COMPANY

By

*John F. Bricker*  
PRESIDENT

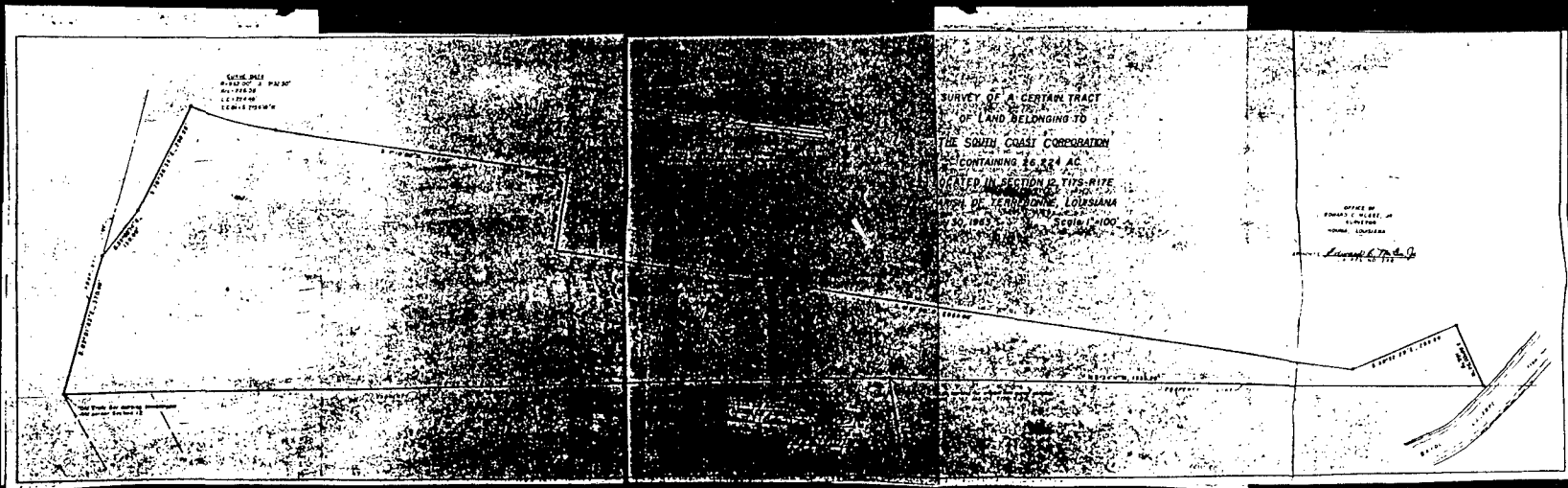
STATE OF LOUISIANA

PARISH OF ORLEANS

ON this 10<sup>th</sup> day of SEPTEMBER, 1963, before me, personally appeared JOHN F. BRICKER, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed it as his free act and deed.

*Notary Public*  
Notary Public

FILED FOR RECORD  
 1963 OCT-1 PM 3:41  
*John F. Bricker*  
 CLERK OF COURT  
 PARISH OF  
 TERREBONNE, LA.



Received October 1, 1913  
 Secretary B. J. Allen

199

D01233

NO. 152720

SALE

THADDEUS J. FALGOUT

TO

DELTA IRON WORKS, INC.

STATE OF LOUISIANA

PARISH OF TERREBONNE

BE IT KNOWN that on this twenty seventh day of April in the year of our Lord nineteen hundred and fifty six,

BEFORE ME, Claude Ellender, a Notary Public, duly commissioned and qualified in and for the Parish of Terrebonne, State of Louisiana, and in the presence of Estelle Savoie and Vivian Samanie, lawful witnesses residing in said Parish,

PERSONALLY CAME AND APPEARED:

THADDEUS J. FALGOUT, husband of Mrs. Lydie Hutchinson Falgout, with whom he is living and residing in the Parish of Terrebonne, State of Louisiana,

(hereinafter referred to as vendor and as a person of the masculine gender, whether one or more) who declared that he had sold, and by these presents he does sell, cede, transfer, convey, abandon and deliver with all the legal warranties, and with full substitution and subrogation to all his rights and actions in warranty against all preceding owners and vendors to and unto:

DELTA IRON WORKS, INC., a corporation organized under and by virtue of the laws of the State of Louisiana, domiciled and doing business in the Parish of Terrebonne, said State and herein represented by L. Loyd LeBlanc, its Secretary Treasurer; the mailing address of which corporation is P. O. Box 281, Houma, Louisiana,

(hereinafter referred to as purchaser and as a person of the masculine gender, whether one or more) here present, accepting and purchasing for himself, his heirs, successors, or assigns, and acknowledging due delivery and possession thereof, the following described property, to-wit:

A certain tract of land, located in the Parish of Terrebonne, State of Louisiana, being a part of Lot 198, of Crescent Plantation Subdivision, made by J. C. Watties, C. E., dated July 1923, on file in the office of the Clerk of Court of the Parish of Terrebonne, and more particularly described as Lot 'B', of a subdivision of Lot 198, as shown on a map of said subdivision of Lot 198, made by Jas. S. Villivaso, C. E., dated April 2, 1925, copy of said map also being on file with the Clerk of Court of the Parish of Terrebonne; said tract of land containing 1.09 acres, more or less; together with all the rights, ways, privileges, and servitudes thereto belonging or in anywise appertaining.

Being the same property acquired by vendor in an act of exchange with Mrs. Marie Molinare Babin, widow of James Babin, dated March 1, 1956, by act on file and of record in the Clerk's Office, Parish of Terrebonne, Louisiana.

This sale and transfer is made and accepted for and in consideration of the price and sum of One Thousand and no/100 (\$1000.00) Dollars, lawful United States Currency, paid cash by the purchaser to the vendor who hereby grants full and final acquittance, receipt and discharge therefor.

All taxes for previous years on the property herein conveyed have been paid and discharged and taxes for the current year 1956 will be paid by the purchaser.

Documentary stamps in the sum of \$1.10 are hereto attached and cancelled, in accordance with law.

The parties dispense with the Certificate of Mortgages required by law, and exonerate me, undersigned officer, from any responsibility therefor.

IN FAITH WHEREOF, the parties, witnesses and I, said Notary, have signed these presents at my office in the City of Houma, Parish of Terrebonne, Louisiana, on the day and date first above written, after a due reading of the whole.

WITNESSES:

(ORIGINAL SIGNED)

Estelle Savoie

Vivian Samanie

Thaddeus J. Falgout

DELTA IRON WORKS, INC  
BY: Lloyd LeBlanc,  
Secretary-Treasurer

(LS) Claude Ellender,  
Notary Public

FILED FOR RECORD 1956 APR 28 AM 10:12  
(SIGNED) Anna Rita Morello, Dy. Clerk of Court,  
Parish of Terrebonne, Louisiana

Recorded April 28th, A.D., 1956  
(DT)

*Lone Paulsen* } Clerk

000---000-000---000---000



No. 151401

SPECIAL MORTGAGE

DELTA IRON WORKS INC.

BANK OF TERREBONNE AND TRUST COMPANY

STATE OF LOUISIANA  
PARISH OF TERREBONNE

31st day of March  
in the year of our Lord nineteen hundred and fifty-six

BEFORE ME, Claude Ellender

, a Notary Public,

duly commissioned and qualified in and for the Parish of Terrebonne, State of Louisiana, and in the presence of Lloyd LeBlanc and Estelle Savoie

PERSONALLY CAME AND APPEARED: DELTA IRON WORKS, INC., a corporation organized under and by virtue of the laws of the State of Louisiana, domiciled and doing business in the Parish of Terrebonne, said state, and herein represented by S. H. Newman, President who acts, herein under and by virtue of a resolution adopted by the Board of Directors of said corporation at a meeting held on March 23, 1956, a certified copy of which resolution is hereto attached and made a part hereof.

(hereinafter referred to as mortgagor and as a person of the masculine gender, whether one or more) who declared and acknowledged said mortgagor to be justly and truly indebted to and unto

BANK OF TERREBONNE AND TRUST COMPANY, a corporation organized under and by virtue of the banking laws of the State of Louisiana, domiciled and doing business in the Parish of Terrebonne said state, and herein represented by a proper officer thereof,

(hereinafter referred to as mortgagee and as a person of the masculine gender, whether one or more) in the full sum of SIXTY THOUSAND AND NO/100 (\$60,000.00) Dollars, in lawful money of the United States of America, in representation of which he subscribes the

one certain promissory note made to his own order and by himself endorsed in blank, made due and payable one (1) month after date, at the office of the Bank of Terrebonne and Trust Company, Houma, Louisiana, and conditioned to bear interest at the rate of five (5%) per cent per annum from date, until full and final payment; it is agreed and understood by and between the parties herein that at the maturity of the note herein given, an extension of another month will be granted the maker of said note, provided he pays the accrued interest, and the sum of TWENTY FIVE HUNDRED AND NO/100 (\$2500.00) Dollars to be applied to the principal of said note: that upon like payments every month thereafter so applied, like extensions from month to month will be granted the maker until said note has been paid and discharged in full in said manner,

which said note having been duly paraphrased "No Varietur" by me, said officer, for identification herewith, delivered to the mortgagee, who acknowledged receipt thereof.

In the event said note is placed in the hands of an attorney at law for collection, by suit or otherwise, the said mortgagor binds himself to pay the fees of said attorney at the rate of fifteen per cent of the amount placed in said attorney's hands.

WSS-----

NO. 150236

SALE

LOUIS HEAD &amp; WIFE

TO

DELTA IRON WORKS, INC.

STATE OF LOUISIANA  
PARISH OF TERREBONNEBE IT KNOWN that on this twenty-ninth day of February in the year  
of our Lord nineteen hundred and fifty-six,

BEFORE ME, CLAUDE ELLENDER,

a Notary Public, duly commissioned and qualified in and for the Parish  
of Terrebonne, State of Louisiana, and in the presence of Estelle Savoie and Vivian Samanie  
lawful witnesses residing in said Parish,

PERSONALLY CAME AND APPEARED:

LOUIS HEAD and MRS. MARY VERRET HEAD, husband and wife, living and residing  
together in the Parish of Orleans in the State of Louisiana,(hereinafter referred to as vendor and as a person of the masculine gender, whether one or more)  
who declared that he had sold, and by these presents he does sell, cede, transfer, convey,  
abandon and deliver with all the legal warranties, and with full substitution and subrogation  
to all his rights and actions in warranty against all preceding owners and vendors to and untoDELTA IRON WORKS, INC., a corporation organized under and by virtue of the laws  
of the State of Louisiana, domiciled and doing business in the Parish of Terrebonne, said  
State, and herein represented by E. H. Newman, President, the address of which corporation is  
P. O. Box 281, Houma, Louisiana,(hereinafter referred to as purchaser and as a person of the masculine gender, whether one or  
more) here present, accepting and purchasing for himself, his heirs, successors or assigns, and  
acknowledging due delivery and possession thereof, the following described property, to-wit:

"A certain tract of land, situated in the Parish of Terrebonne,  
State of Louisiana, being a part of the Crescent Plantation and  
designated as Lot D of the Subdivision of Lot No. One Hundred and  
Ninety-eight (198) of the Crescent Plantation, containing three  
and 71/100 (3.71) acres, more or less; a survey of the said  
Crescent Plantation was made by J. C. Waties, C. E., in July,  
1923; a subdivision of said Lot No. One Hundred and Ninety-eight  
(198) of Crescent Plantation was made by Joseph Villavaso in  
April, 1925, both plans being on file with the Clerk of Court of  
the Parish of Terrebonne, Louisiana, together with all the  
buildings and improvements thereon, and all rights, ways, privileges,  
and servitudes thereunto belonging or in anywise appertaining."

Being the same property acquired by Louis Head from Peoples Bank'  
and Trust Company in Liquidation on March 8, 1934, by act on file  
and of record in the Clerk's Office, Parish of Terrebonne,  
Louisiana.

This sale and transfer is made and accepted for and in consideration of the price  
and sum of FOURTEEN THOUSAND AND NO/100 (\$14,000.00) Dollars, lawful United States Currency,  
paid cash by the purchaser to the vendor who hereby grants full and final acquittance, receipt  
and discharge therefor.

All taxes for previous years on the property heren conveyed have been paid and  
discharged, and taxes for the current year 1956 will be assumed by the purchaser.

Documentary stamps in the sum of \$15.40 are hereto attached and cancelled, in  
accordance with law.

The parties dispense with the Certificate of Mortgages required by law, and  
exonerate me, undersigned officer, from any responsibility therefor.

IN FAITH WHEREOF, the parties, witnesses and I, said Notary, have signed these  
presents at my office in the City of Houma, Parish of Terrebonne, Louisiana, on the day and  
date first above written, after a due reading of the whole.

WITNESSES:

(ORIGINAL SIGNED)

Estelle Savoie  
Vivian SamanieLouis Head  
Mary HeadDELTA IRON WORKS, INC.  
BY: E. H. Newman, PRESIDENT

(LS) Claude Ellender, NOTARY PUBLIC

FILED FOR RECORD: 1956 FEB 29 PM 2:45  
/s/ Marie Morello, Dy. Clerk of Court  
PARISH OF TERREBONNE, LOUISIANARECORDED: February 29, 1956  
(cmr)
 Clerk

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NO. 140525

SURFACE LEASELEASE

DR. S. ERNEST ELLENDER

STATE OF LOUISIANA

TO

PARISH OF TERREBONNE

DELTA IRON WORKS

BE IT KNOWN AND REMEMBERED that the following contract of lease was one this first day of April, in the year of our Lord nineteen hundred and fifty five, entered into by and between:

DR. S. ERNEST ELLENDER, husband of Mrs. Ernestine Boudreaux Ellender, of legal age and a resident of the Parish of Terrebonne, Louisiana, (hereinafter referred to as LESSOR), and

DELTA IRON WORKS, INC., a corporation organized under and by virtue of the laws of the State of Louisiana, and herein represented by E. H. Newman, its President, who acts herein under and by virtue of a resolution of the Board of Directors of said corporation, duly adopted at a meeting of said Board held at its domicile on March 5, 1955, a certified copy of which resolution is hereto attached and made a part hereof, (hereinafter referred to as LESSEE),

WITNESSETH

Lessor had leased and does by these presents hereby let, lease, and hire, for the consideration and on the terms and conditions hereinafter stipulated, to and unto Lessee, the following described property, to-wit:

A certain tract of land, located in the Parish of Terrebonne, Louisiana, containing 9.19 acres, and being a part formerly of the Crescent Plantation, being specially designated as Lot "P" containing 3.92 acres and Lot "E" containing .27 acres of the Subdivision of Lot 198 of the Crescent Plantation, made by J. C. Wallies, C. E., in July, 1923, and which subdivision of said Lot 198 was made by Joseph F. Villavaso CE under date of April 2, 1925, as per a plan of said subdivision of Lot 198 attached to and made a part of a sale from the Peoples Sugar Company, Inc., to Leopold Matherne, bearing No. 1486 of the Clerk's Office of the Parish of Terrebonne, Louisiana; together with all the rights, ways, privileges, and servitudes thereunto belonging or in anywise appertaining.

Being the same property acquired by S. Ernest Ellender under date of December 12, 1941; See C. B. 131, folio 530, et seq.

This lease is for a period of five (5) years beginning on March 22, 1955, and ending on March 21, 1960, subject to the renewal period hereinafter set forth.

The consideration of this lease is the sum of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS per month, payable in advance. Lessor acknowledged receipt of the sum of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS in payment of the rental for the first month under said lease, and grants full acquittance therefor.

Lessee obligates itself to pay the rentals punctually when due, and failure to pay two successive monthly rentals vests in Lessor the right to either have said lease cancelled, or to make all remaining rentals immediately due and exigible at his option.

The property herein leased is to be used by Lessee for all legitimate purposes, and particularly in connection with its business.

The property will be cleared by Lessee at its expense. Any canal or slip that may be dredged on the property herein leased after proper authority obtained from the Corps of Engineers will be piled and bulkheaded on all sides by Lessee at its expense. Should the Lessee dredge such a canal or slip, all of the spoils taken therefrom will be spread on the property of Lessor.

The Lessee is accorded the right to construct a building or buildings on the property herein leased with the understanding that it may remove said building or buildings at the termination of this lease or its renewal, provided that the property is returned to Lessor in a leveled condition.

Taxes on the real estate will be paid by Lessor, and all taxes on the improvements placed on said property will be paid by Lessee.

As a part of the consideration for the present lease, Lessee is accorded the right and option to renew the present lease at its termination for an additional period of five (5) years, on the same terms and conditions, but at an increased rental of ONE HUNDRED TWENTY FIVE AND NO/100 (\$125.00) DOLLARS per month. Lessor obligates himself to give Lessee a written notice by Registered Mail, postage prepaid, on or before the expiration of said renewal period, with the request that it make known its intention to renew or not to renew the lease for said additional 5 year period. Should Lessor fail to give said notice, and Lessee remains in possession of the property subsequent to the expiration of the present lease, then and in that event the lease will be considered as having been reconducted for the additional 5 year period and for the consideration fixed for said 5 year period.

IN FAITH WHEREOF, Lessor and Lessee have signed these presents on the day and date first hereinabove written, in the presence of the undersigned competent witnesses, after a due reading of the whole.

WITNESSES:

(ORIGINAL SIGNED)

Estelle Savoie  
Vivian Samanie

Dr. S. Ernest Ellender

Elward Wright  
Vivian SamanieDELTA IRON WORKS, INC.  
BY: E. H. NEWMAN

SWORN TO AND SUBSCRIBED BEFORE ME, this 1st day of April, A. D., 1955

(LS)(SIGNED) Claude Ellender,  
Notary Public

## STATE OF LOUISIANA

## PARISH OF TERREBONNE

BEFORE ME, the undersigned Notary Public, personally appeared Dr. S. Ernest Ellender, who, being by me first duly sworn, deposed and said:

That he executed the foregoing instrument as his free act and deed, and that his signature thereto is his true and genuine signature placed thereon by him of his own free will, for the uses and purposes therein expressed.

(SIGNED) S. E. Ellender, M. D.  
Dr. S. Ernest Ellender

SWORN TO AND SUBSCRIBED BEFORE ME  
this 1st day of April, A.D., 1955  
(LS)(SIGNED) Claude Ellender, Notary Public

STATE OF LOUISIANA  
PARISH OF TERREBONNE

BEFORE ME, the undersigned Notary Public, personally appeared E. H. Newman, who being by me first duly sworn, deposed and said:

That he is President of Delta Iron Works, Inc., and that he executed the above and foregoing instrument in behalf of said corporation under authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

(SIGNED) E. H. Newman

SWORN TO AND SUBSCRIBED BEFORE ME  
this 1st day of April, A. D., 1955  
(LS)(SIGNED) Claude Ellender, Notary Public

RESOLUTION

BE IT RESOLVED by the Board of Directors of DELTA IRON WORKS, INC., that E. H. Newman, its President, be and he is hereby authorized and empowered to secure a surface lease from Dr. S. Ernest Ellender on Lots 'E' and 'F' of the Subdivision of Lot 198 of the Crescent Plantation Subdivision, said lease to be for such period and consideration and on such terms and conditions as the said President may agree to, hereby approving, confirming, and ratifying all acts that the said President may do and perform by virtue hereof.

I, Lloyd LeBlanc, Secretary of Delta Iron Works, Inc., hereby certify that the foregoing resolution was duly passed and adopted at a meeting of the Board of Directors of said corporation held at its domicile in the City of Houma, Louisiana, on Mar. 5th, 1955, after due notice given; that a quorum of the Board was present at said meeting, and voted unanimously in favor of said resolution.

WITNESS my hand and seal this 29th day of March, A.D., 1955.

(SIGNED) Lloyd LeBlanc, Secretary

FILED FOR RECORD 1955 APR. 11 AM 8:43  
(SIGNED) Anna Rita Morello, Dy. Clerk of Court,  
Parish of Terrebonne, Louisiana

Recorded April 11th, A.D., 1955  
(DT)

*Lloyd LeBlanc* Clerk

000---000---000---000---000

NO. 139551

RELEASE

DEWEY MILLER CONTRACTING CO. INC.

TO

A. ST. MARTIN CO. LTD.

DEWEY MILLER CONTRACTING CO., INC.  
St. Peter's Station  
New Iberia, Louisiana  
February 12, 1955

President and  
Broad of Directors  
A. St. Martin Company, Ltd.  
Houma, Louisiana.

Gentlemen:

Please accept this as our release from any and all claims to the Surface Lease agreement entered into on the 24th day of September, 1954, between A. St. Martin Company, Ltd., represented by Dr. H. P. St. Martin, its President, referred to as LESSOR, and Dewey Miller Contracting Company, Inc., represented by W. H. Miller, its Vice-President at that time, referred to as LESSEE.

DEWEY MILLER CONTRACTING COMPANY, INC.

By: /s/ E. S. Shea, Sr.

President

By: /s/ J. D. Miller

Major stock holder

STATE OF LOUISIANA  
PARISH OF IBERIA

BEFORE ME, the undersigned Notary Public, personally appeared E. S. Shea, Sr. and J. D. Miller, who, being by me duly sworn, depose and said:

That they are the President and Major stock holder of Dewey Miller Contracting Company, Inc. and that they executed the above and foregoing instrument in behalf of said corporation under authority of its Board of Directors, and they acknowledged said instrument to be the free act and deed of said corporation.

/s/ E. S. Shea, Sr.

/s/ J. D. Miller

Sworn to and subscribed before me this 12th day of February, 1955.

(LS) Jack D. Whitmire  
Notary Public for Iberia Parish,  
Louisiana.

FILED FOR RECORD 1955 MAR 7 PM 1:46  
(SIGNED) Anna Rita Morello, D'y. Clerk of Court  
Parish of Terrebonne, Louisiana.

Recorded March 7th., A.D., 1955.  
(CMB)

*Lena Paulson*, Clerk.

oOo---oOo---oOo---oOo---oOo

NO. 139552

LEASE

A. ST. MARTIN CO. LTD.

TO

DELTA IRON WORKS, INC.

SURFACE LEASE

STATE OF LOUISIANA  
PARISH OF TERREBORNE

BE IT KNOWN AND REMEMBERED that the following contract of lease was on this fourth day of March, in the year of our Lord nineteen hundred and fifty-five, entered into by and between,

A. ST. MARTIN COMPANY, LTD., a corporation organized under and by virtue of the laws of the State of Louisiana, and herein represented by Dr. H. P. St. Martin, its President, who acts herein under and by virtue of a resolution of the Board of Directors of said corporation, duly adopted at a meeting of said Board held at its domicile on January 29, 1955, a certified copy of which resolution is hereto attached and made a part hereof, (hereinafter referred to as LESSOR) and

DELTA IRON WORKS, INC., a corporation organized under and by virtue of the laws of the State of Louisiana, and herein represented by E. H. Newman, its President, who acts herein under and by virtue of a resolution of the Board of Directors of said corporation, duly adopted at a meeting of said Board held at its domicile on January 22, 1955, a certified copy of which resolution is hereto attached and made a part hereof, (hereinafter referred to as LESSEE)

W I T N E S S E T H

Lessor had leased, and does by these presents hereby let, lease, and hire, for the consideration and on the terms and conditions hereinafter stipulated, to and unto Lessee, the following described property, to-wit:

"A certain tract of land, situated in the Parish of Terrebonne, Louisiana, being a part of the Crescent Plantation, and described as Lots 'G' and 'H' of the Subdivision of Lot 198 of the Crescent Plantation, containing 3.81 acres and 3.60 acres, respectively, more or less; the said Lot 198 being shown on a plan of Subdivision of the Crescent Plantation, made by J. C. Waties, Civil Engineer, in July 1923, on file in the Office of the Clerk of Court, and Lots 'G' and 'H' of Lot 198 being shown on a plan of Subdivision of the said Lot 198, made by Joseph F. Villavaso, Civil Engineer, on April 2, 1925, said plan being annexed to and made part of an act of Sale from Peoples Sugar Company, Inc., to Leopold Matherne,

executed on April 6, 1975, and recorded in Conveyance Book 82, folio 326, et seq., the original whereof, together with the plan, are to be found in Volume 117 of Original Acts under Entry No. 1486; said two tracts forming one composite tract and being bounded as follows: On the West side by property of Julius Dupont and Blum & Bergeron, on the North side by the Texas & New Orleans Railroad; on the South side by Bayou LaCarpe, and on the East side by property of Dr. S. Ernest Ellender; together with all the rights, ways, privileges, and servitudes thereunto belonging or in anywise appertaining.

LESS AND EXCEPTING, a 50-foot strip sold along the North boundary of Lot 'G' to South Coast Company, on October 21, 1929, by act on file in the Clerk's Office, recorded in Conveyance Book 92, folio 112 et seq."

Being the same property acquired by Lessor from Peoples Bank and Trust Company in Liquidation on March 12, 1929 and January 5, 1931. See Conveyance Book 90, folio 396, and Conveyance Book 95, folio 361, respectively.

This lease is for a period of five (5) years beginning on February 1, 1955 and ending On January 31, 1960, subject to the renewal period hereinafter set forth.

The consideration of the lease is the sum of SEVENTY-FIVE AND NO/100 (\$75.00) Dollars per month payable in advance. Lessor acknowledges receipt of the sum of SEVENTY-FIVE AND NO/100 (\$75.00) Dollars in payment of the rental for the month of February 1955, and grants full acquittance therefor.

Lessee obligates itself to pay the rental punctually when due, and failure to pay two successive monthly rentals vests in Lessor the right to either have said lease cancelled, or to make all remaining rentals immediately due and exigible at its option.

The property herein leased is to be used by Lessor for all legitimate purposes, and particularly in connection with its business.

Any canal or slip that might be dredged on the property herein leased proper authority obtained from the Corps of Engineers will be piled on all sides by Lessee at its expense.

The Lessee is accorded the right to construct a building or buildings on the property herein leased with the understanding that it may remove said building or buildings at the termination of this lease or its renewal, provided that the property is returned to Lessor in a leveled condition.

Taxes on the real estate will be paid by Lessor, and all taxes on the improvements placed on said property will be paid by Lessee.

As a part of the consideration for the present lease, Lessee is accorded the right and option to renew the present lease for four additional 5-year periods on the same terms and conditions, but with an enhancement of the monthly rentals for each four additional 5-year periods, as follows:

For the first additional 5-year period, the monthly consideration is to be the sum of ONE HUNDRED TWENTY-FIVE AND NO/100 (\$125.00) Dollars.

For the second 5-year renewal period, the monthly consideration is to be the sum of ONE HUNDRED FIFTY AND NO/100 (\$150.00) Dollars.

For the third 5-year renewal period, the monthly consideration is to be the sum of Two Hundred and No/100 (\$200.00) Dollars.

For the fourth 5-year renewal period, the monthly consideration is to be the sum of TWO HUNDRED FIFTY AND NO/100 (\$250.00) Dollars.

It being the agreement that the maximum period that said property can be leased is a period of twenty-five (25) years from February 1, 1955.

Lessor obligates itself to give Lessee a written notice by Registered Mail, postage prepaid, on or before the expiration of each 5-year renewal period of the termination of the respective 5-year period, with the request that it make known its intention to renew or not to renew the lease for said additional 5-year period. Should Lessor fail to give said notice and Lessee remains in possession of the property subsequent to any 5-year period, then in that event the lease will be considered as having been reconducted for the additional period of five years, and for the consideration fixed for said particular 5-year period.

IN FAITH WHEREOF, Lessor and Lessee have signed these presents on the day and date first hereinabove written, in the presence of the undersigned competent witnesses, after a due reading of the whole.

WITNESSES:

(ORIGINAL SIGNED)

Estelle Savoie  
Vivian Samanie

A. ST. MARTIN COMPANY LTD. (Lessor)  
By: H. P. St. Martin  
President

Estelle Savoie  
Vivian Samanie

DELTA IRON WORKS, INC. (Lessee)  
By: E. H. Newman  
President

STATE OF LOUISIANA  
PARISH OF TERREBONNE

BEFORE ME, the undersigned Notary Public, personally appeared DR. H. P. ST. MARTIN, who being by me first duly sworn, deposed and said:

That he is President of A. St. Martin Company, Ltd., and that he executed the above and foregoing instrument in behalf of said corporation under authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

/s/ H.P. St. Martin

Sworn to and subscribed before me this 4th day of March, A.D., 1955.

(LS) Claude Ellender  
Notary Public

STATE OF LOUISIANA  
PARISH OF TERREBONNE

BEFORE ME, the undersigned Notary Public, personally appeared E. H. Newman, who being by me first duly sworn, deposed and said:

That he is President of Delta Iron Works, Inc., and that he executed the above and foregoing instrument in behalf of said corporation under authority of its Board of Directors and he acknowledged said instrument to be the free act and deed of said corporation.

/s/ E. H. Newman

Sworn to and subscribed before me this 7th day of March, A.D., 1955.

(LS) Claude Ellender  
Notary Public

#### RESOLUTION

BE IT RESOLVED by the Board of Directors of A. St. Martin Company, Ltd., that Dr. H. P. St. Martin, its President, be and he is hereby authorized and empowered to lease, let, and hire to and unto Delta Iron Works, Inc., a surface lease on Lots 'G' and 'H' of the Subdivision of lot 198 of the Crescent Plantation Subdivision, for such a consideration and on such terms and conditions as he might deem wise and judicious; hereby approving, confirming, and ratifying all acts that said President may do and perform by virtue hereof.

I, THOMAS B. HOLCOMBE, Secretary of A. St. Martin Company, Ltd., hereby certify that the foregoing resolution was duly passed and adopted at a meeting of the Board of Directors of said corporation held at its domicile in the City of Houma, Louisiana, on January 29, 1955, after due notice given; that a quorum of the Board was present at said meeting, and voted unanimously in favor of said resolution.

WITNESS my hand and seal this 3rd day of March, A.D., 1955.

/s/ T. B. Holcombe  
Secretary

#### RESOLUTION

BE IT RESOLVED by the Board of Directors of DELTA IRON WORKS, INC., that E. H. Newman, its President, be and he is hereby authorized and empowered to secure a surface lease from A. St. Martin Company, Ltd., on Lots 'G' and 'H' of the Subdivision of Lot 198 of the Crescent Plantation Subdivision, said lease to be for such a period and consideration and on such terms and conditions as the said President may agree to, hereby approving, confirming, and ratifying all acts that the said President may do and perform by virtue hereof.

I, Lloyd LeBlanc, Secretary of Delta Iron Works, Inc., hereby certify that the foregoing resolution was duly passed and adopted at a meeting of the Board of Directors of said corporation held at its domicile in the City of Houma, Louisiana, on Jan. 22, 1955, after due notice given; that a quorum of the Board was present at said meeting, and voted unanimously in favor of said resolution.

WITNESS my hand and seal this 2nd day of March, A.D., 1955.

/s/ Lloyd LeBlanc  
Secretary

FILED FOR RECORD 1955 MAR 7 PM 1:47  
(SIGNED) Anna Rita Morello, D'y. Clerk of Court  
Parish of Terrebonne, Louisiana.

Recorded March 7th., A.D., 1955.  
(CMB)

*Anna Rita Morello* Clerk.

000---000---000---000---000



RT  
D01162



Dr. S. E. Ellender

Ne Varietur

Entry #170797

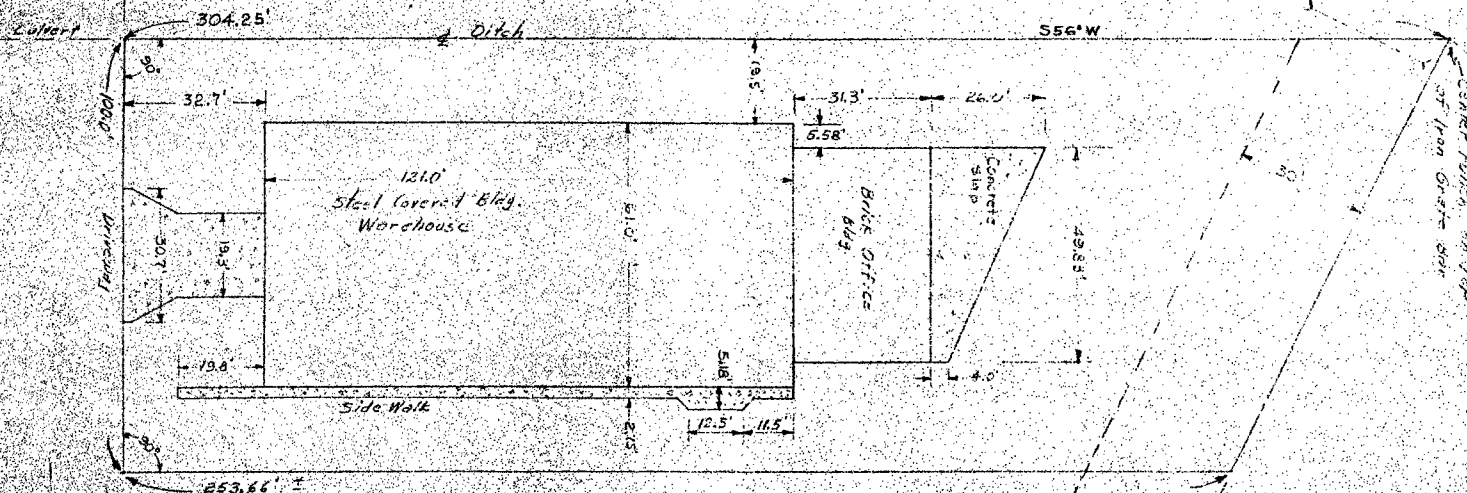
PLAT "A"

Identified with an auto (Sale and Partial Release) Mortgage executed before me this 11th (5th) day of October 1957  
Leonard Greenberg, Notary Public

Delta Iron Works, Inc.

Delta Iron Works Inc.

56211 / 6029



in favor of the mortgagee herein, of any and all future monies  
mortgage herein granted, together with interest, attorney's fees and costs, as aforesaid.  
confesses judgment for the full amount due on the note identi-  
fied hereon, to have this note paid at maturity, and  
The mortgagor declared that in the event this note is not paid at maturity or other  
legal process, he hereby expressly authorizes that the same be sold without appraisal to the highest  
bidder for cash, the said mortgagor hereby expressly waiving the benefit of appraisal and of all laws  
relating thereto.

The parties dispense with the Certificate of Mortgages required by law, and exonerate me, un-  
dersigned officer, from any responsibility therefor.

IN FAITH WHEREOF, the parties, witnesses and I, said Notary, have signed these presents at  
my office in the City of Houma, Parish of Terrebonne, Louisiana, on the day and date first above written,  
after a due reading of the whole.

WITNESSES:

*Margaret Kelly*  
Margaret Kelly  
*C. J. Boudreaux*  
C. J. Boudreaux

*Carroll D. McKey*  
Carroll D. McKey

Bank of Terrebonne & Trust Company

By: *E. S. Gaidry*  
E. S. Gaidry

*H. Minor Pipes*  
H. Minor Pipes - Notary Public

FILED FOR RECORD

1961 JUL 22 AM 10:25

*Butler G. Graham*  
Butler G. Graham  
PARISH OF  
TERREBONNE, LA.

RECORDED July 22nd, A.D. 1961

*Donna J. Lavelle, Jr.*  
Donna J. Lavelle, Jr., Clerk

SPECIAL MORTGAGE - No. 1  
& CHATTEL MORTGAGE

STATE OF LOUISIANA  
PARISH OF TERREBONNE

Be It Known, that on this 22nd day of July  
in the year of our Lord, nineteen hundred and sixty-one,

BEFORE ME, FRANK W. WURZLOW, JR.,

Notary Public, duly commissioned and qualified in and for the Parish of Terrebonne, State of Louisiana,  
and in the presence of Lou Y. Hixon and Karla Billgren,

lawful witnesses residing in said Parish,

PERSONALLY CAME AND APPEARED

DELTA IRON WORKS, INC., a corporation organized under and by virtue of the  
laws of the State of Louisiana, and herein represented by E. H. Newman, its  
President, who acts herein under and by virtue of a resolution of the Board  
of Directors of said corporation adopted at a meeting of said Board held at  
its domicile on June 26, 1961, a certified copy of which resolution is  
attached hereto and made a part hereof,

(hereinafter referred to as mortgagor and as a person of the masculine gender, whether one or more) who  
declared and acknowledged said mortgagor to be justly and truly indebted to and unto

BANK OF TERREBONNE & TRUST COMPANY, a corporation organized under and by  
virtue of the banking laws of the State of Louisiana, domiciled and doing  
business in the Parish of Terrebonne, said State, and herein represented by  
a proper officer thereof,

(hereinafter referred to as mortgagee and as a person of the masculine gender, whether one or more) in the  
full sum of -----SEVENTY-FIVE THOUSAND AND NO/100 (\$75,000.00)-----

Dollars in lawful money of the United States of America, in representation of which indebtedness the said  
mortgagor this day made and subscribed his one certain promissory

note, made to his own order and by himself endorsed in blank, made due and paya-  
ble ONE MONTH after date, at the office of the Bank of Terrebonne & Trust  
Company, Houma, Louisiana, and conditioned to bear interest at the rate of  
six per cent (6%) per annum, from date, until full and final payment; it is  
agreed and understood by and between the parties herein that of the maturity

This mortgage is enclosed and applied  
in full, at the request of *Butler G. Graham*  
who presented it on the date  
herewith identified duly paid and satisfied.  
*Butler G. Graham*

any future holder of holders of said note until the full and final payment thereof, in principal and interest, as well as attorney's fees, costs, charges and expenses aforesaid, if any there be.

The purchaser declared that in the event of the sale of said property under executory or other legal process, he hereby expressly authorizes that the same be sold without appraisal to the highest bidder for cash, the said purchaser hereby expressly waiving the benefit of appraisal and of all laws relating thereto.

All taxes on the herein conveyed property have been paid and taxes for the current year 1961 will be paid by the vendor.

Documentary stamps in the amount of \$2.20 are hereto attached and cancelled in accordance with law.

The Certificate of Mortgage required by law is dispensed with by the parties, who exonerate me, undersigned officer, from any responsibility therefor.

IN FAITH WHEREOF, the parties, witnesses and I, said Notary, have signed these presents at my office in the City of Houma, Parish of Terrebonne, Louisiana, on the date and date first above written, after a due reading of the whole.

## WITNESSES:

*Bonnie B. Blanchard*  
Bonnie B. Blanchard  
*Gail M. Boudreaux*  
Gail M. Boudreaux

*Martin B. French*  
Martin B. French  
*Mrs. Evelyn Cross French*  
Mrs. Evelyn Cross French

*Russell J. Soggett*  
*Baron B. Bourg*  
BARON B. BOURG  
NOTARY PUBLIC



*Lena D. Newman*

Houma, La. 1961

STATE OF LOUISIANA  
PARISH OF TERREBONNE

BE IT KNOWN that on this 14th day of July in the year of our Lord nineteen hundred and sixty-one,

BEFORE ME, GERALD F. LOFASO,

a Notary Public, duly commissioned and qualified in and for the Parish of Terrebonne, State of Louisiana, and in the presence of Bonnie B. Blanchard

Gail M. Boudreaux lawful witnesses residing in said Parish,

PERSONALLY CAME AND APPEARED:

**E. M. NEWMAN**, a married man of the full age of majority,  
**P. W. RHEA**, a married man of the full age of majority and **LLOYD ABLANC**, a married man of the full age of majority, all residents of the Parish of Terrebonne, Louisiana,

(hereinafter referred to as vendor and as a person of the masculine gender, whether one or more) who declared that he had sold, and by these presents he does sell, cede, transfer, convey, abandon and deliver with all the legal warranties, and with full substitution and subrogation to all his rights and actions in warranty against all preceding owners and vendors to and unto

**DELTA IRON WORKS, INC.**, a corporation organized under and by virtue of the laws of the State of Louisiana, domiciled and doing business in the Parish of Terrebonne, Louisiana, herein represented by its duly authorized Secretary-Treasurer, **Lloyd LeBlanc**, so authorized by a resolution of the Board of Directors of Delta Iron Works, Inc., dated July 14, 1961, a certified copy

(hereinafter referred to as purchaser and as a person of the masculine gender, whether one or more) have present, accepting and purchasing for himself his heirs, successors or assigns, and acknowledging due delivery and possession thereof, the following described property, to-wit:

"A certain tract of land situated in Section Forty-Seven (47) Township Seventeen (17) South, Range Seventeen (17) East, Terrebonne Parish, Louisiana, lying on the east, or left descending bank of the Bayou LaCarpe, and being bounded North by Section One Hundred Four (104) of said Township and Range; East by Section Twelve (12) of said Township and Range, and South and West by the said Bayou LaCarpe; together with all rights, ways, privileges and servitudes thereto belonging or in anywise appertaining; said tract contained nine (9) acres, more or less, as is shown and comprised within the lines connecting points "A", "B" and "C" on a plat made by Arthur A. DeFraithe, C.E., dated September 22, 1953, which is recorded in COB 201, folio 356 of the records of Terrebonne Parish, Louisiana; less and excepting therefrom that certain mineral reservation in favor of Miss Nellie Bond et al dated September 16, 1953, and recorded in COB 201, folio 357, Parish of Terrebonne, Louisiana.

Being the same property acquired by vendors herein from Delta Iron Works, Inc. by act of sale passed before Gerald F. Lofaso, Notary Public, under date of September 29, 1959, on file and of record in the office of the Clerk of Court, Parish of Terrebonne, Louisiana.

This sale and transfer is made and accepted for and in consideration of the price and sum of ---ONE THOUSAND THREE HUNDRED FIFTY AND NO/100 (\$1,350.00)----- Dollars, lawful United States Currency, paid cash by the purchaser to the vendor who hereby grants full and final acquittance, receipt and discharge thereof.

All taxes on the herein conveyed property have been paid and taxes for the current year 1961 are assumed by the vendor.

Documentary stamps in the amount of \$1.65 are hereto attached and cancelled in accordance with law.

The parties dispense with the Certificate of Mortgages required by law, and exonerate me, undersigned officer, from any responsibility thereof.

IN FAITH WHEREOF, the parties, witnesses and I, said Notary, have signed these presents at my office in the City of Houma, Parish of Terrebonne, Louisiana, on the day and date first above written, after a due reading of the whole.

WITNESSES:

Bonnie B. Blanchard  
Bonnie B. Blanchard  
Gail M. Boudreaux  
Gail M. Boudreaux

E. H. Newman  
E. H. Newman  
D. M. Rhea  
D. M. Rhea  
Lloyd LeBlanc  
Lloyd LeBlanc

DELTA IRON WORKS, INC.

BY: Lloyd LeBlanc  
Lloyd LeBlanc

Gerald F. Lofaso  
GERALD F. LOFASO  
NOTARY PUBLIC



Gerald F. Lofaso  
Gerald F. Lofaso  
NOTARY PUBLIC

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The parties dispense with the Certificate of Mortgages required by law, and exonerate me, undersigned officer, from any responsibility therefor.

IN FAITH WHEREOF, the parties, witnesses and I, said Notary, have signed these presents at my office in the City of Houma, Parish of Terrebonne, Louisiana, on the day and date first above written, after a due reading of the whole.

## WITNESSES:

*Lou Hixon*  
 Lou Hixon  
 Estelle Savoie

*Emile J. Proulx*  
 Emile J. Proulx  
 Notary Public  
 State of Louisiana  
*Edward Wright*  
 Edward Wright  
 Notary Public

Recorded \_\_\_\_\_, A. D., 19\_\_\_\_.  
 \_\_\_\_\_, Clerk.

SPECIAL MORTGAGE - No. 1  
& CHATTEL MORTGAGE:STATE OF LOUISIANA  
PARISH OF TERREBONNE

Be It Known, that on this \_\_\_\_\_ thirteenth day of April  
 in the year of our Lord, nineteen hundred and sixty,

BEFORE ME, EDWARD WRIGHT,

Notary Public, duly commissioned and qualified in and for the Parish of Terrebonne, State of Louisiana,  
 and in the presence of Estelle Savoie and Lou Hixon,

lawful witnesses residing in said Parish,

PERSONALLY CAME AND APPEARED: DELTA IRON WORKS, INC., a corporation organized under and by virtue of the laws of the State of Louisiana, domiciled and doing business in the Parish of Terrebonne, and herein represented by E. H. Newman, President, who acts herein under and by virtue of a resolution adopted by the Board of Directors of said corporation at a meeting held on February 26, 1960, a certified copy of which resolution is hereto attached and made a part hereof,

(hereinafter referred to as mortgagor and as a person of the masculine gender, whether one or more) who declared and acknowledged said mortgagor to be justly and truly indebted to and unto BANK OF TERREBONNE AND TRUST COMPANY, a corporation organized under and by virtue of the banking laws of the State of Louisiana, domiciled and doing business in the Parish of Terrebonne, and herein represented by a proper officer thereof,

(hereinafter referred to as mortgagee and as a person of the masculine gender, whether one or more) in the full sum of \_\_\_\_\_ TWO HUNDRED THOUSAND AND NO/100 (\$200,000.00) \_\_\_\_\_

Dollars in lawful money of the United States of America, in representation of which indebtedness the said mortgagor this day made and subscribed his \_\_\_\_\_ one \_\_\_\_\_ certain promissory note, made to his own order and by himself endorsed in blank, made due and payable thirty (30) days after date, at the office of the Bank of Terrebonne and Trust Company, Houma, Louisiana, and conditioned to bear interest at the rate of six per cent (6%) per annum, from date, until full and final payment; it is agreed and understood by and between the parties herein that at the maturity of the note herein given, an extension of one month will be granted the maker of said note, provided he pays the accrued interest, and the sum of FOUR THOUSAND AND NO/100 (\$4,000.00) DOLLARS to be applied to the principal of said note; that upon like payments every month thereafter so applied, like extensions from month to month will be granted the maker, until said note has been paid and discharged in full in said manner,

which said note having been duly paraphrased "No Varietur" by me, said officer, for identification herewith, was delivered to the mortgagee, who acknowledged receipt thereof.

*And approved*  
*E. H. Newman*  
*President*  
*and authorized*  
*A. J. Baker*  
*Clerk*  
 17, 1963

D01181

227-69

WITNESSES:  
Alice Mathewne  
Alice Mathewne  
Ester I. Bates  
Ester I. Bates

Glenn C. Scott  
Glenn C. Scott  
TERREBONNE CONSTRUCTION CO., INC.  
BY: Madison L. Funderburk  
Madison L. Funderburk, President

Winifred J. Brinson, Jr.  
NOTARY PUBLIC

I hereby certify that all taxes due on the property herein conveyed have been fully paid and discharged.  
James R. Mace  
Deputy Tax Collector, Terrebonne Parish, Louisiana  
City Clerk, City of Houma, La.

Recorded Oct 6 1959  
James R. Mace  
City Clerk

STATE OF LOUISIANA  
PARISH OF TERREBONNE

195788

BE IT KNOWN that on this 20th day of September in the year of our Lord nineteen hundred and fifty-nine,

BEFORE ME, GERALD F. LOFASO,

a Notary Public, duly commissioned and qualified in and for the Parish of Terrebonne, State of Louisiana, and in the presence of Bonnie Boudreaux and Baron E. Pourc lawful witnesses residing in said Parish,

PERSONALLY CAME AND APPEARED:

DELTA IRON WORKS, INC., a corporation organized under and by virtue of the laws of the State of Louisiana, domiciled and doing business in the Parish of Terrebonne, Louisiana, herein represented by its duly authorized Secretary-Treasurer, Lloyd LeBlanc, so authorized by a resolution of the Board of Directors of Delta Iron Works, Inc., dated April 24, 1959, a certified copy of which resolution is attached hereto and made a part hereof,

(hereinafter referred to as vendor and as a person of the masculine gender, whether one or more) who declared that he had sold, and by these presents he does sell, cede, transfer, convey, abandon and deliver with all the legal warranties, and with full substitution and subrogation to all his rights and actions in warranty against all preceding owners and vendors to and unto

E. H. NEWMAN, a married man of the full age of majority, D. W. RHEA, a married man of the full age of majority, and LLOYD LEBLANC, a married man of the full age of majority, all residents of the Parish of Terrebonne, Louisiana, and whose mailing addresses are P. O. Box 152, Houma, Louisiana, in their proportionate interests as shown by the stock record book of Delta Iron Works, Inc. at the close of business on April 24, 1959,

(hereinafter referred to as purchaser and as a person of the masculine gender, whether one or more) here present, accepting and purchasing for himself, his heirs, successors or assigns, and acknowledging due delivery and possession thereof, the following described property, to-wit:

"A certain tract of land situated in Section Forty-Seven (47) Township Seventeen (17) South, Range Seventeen (17) East, Terrebonne Parish, Louisiana, lying on the east, or left descending bank of the Bayou LaCarpe, and being bounded North by Section One Hundred Four (104) of said Township and Range; East by Section Twelve (12) of said Township and Range, and South and West by the said Bayou LaCarpe; together with all rights, ways, privileges and servitudes thereto belonging or in anywise appertaining; said tract containing nine



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(9) acres, more or less, as is shown and comprised within the lines connecting points "A", "B" and "C" on a plat made by Arthur A. DeFraithe, C.E., dated September 22, 1953, which is recorded in COB 201, folio 356 of the records of Terrebonne Parish, Louisiana; less and excepting therefrom that certain mineral reservation in favor of Miss Nellie Bond et al, dated September 16, 1953, and recorded in COB 201, folio 357, Parish of Terrebonne, Louisiana."

Being the same property acquired by Delta Iron Works, Inc. in an act of exchange with Waterworks District No. 1 of the Parish of Terrebonne, Louisiana, on May 6, 1957, on file and of record in the Clerk's Office, Parish of Terrebonne, Louisiana.

It is agreed and understood by and between the parties hereto that whereas Delta Iron Works, Inc. declared a dividend in kind immediately conveying and vesting title to the property transferred to the bonafide owners of the common stock of the corporation in their proportionate interests as shown by the stock record book of the corporation at the close of business on April 24, 1959; that the effective date of this transfer is and shall be April 24, 1959 even though the written conveyance transferring title to the property was not executed until this date.

Now came and intervened the BANK OF TERREBONNE AND TRUST COMPANY, of Houma, Louisiana, herein appearing through its duly authorized officer, who declared that the said Bank is the owner and holder of a certain promissory note, in the principal sum of ONE HUNDRED THIRTY THOUSAND AND NO/100 (\$130,000.00) DOLLARS, dated January 6, 1953, signed by Delta Iron Works, Inc., made to its own order and by itself endorsed in blank, made due and payable One Month after date at the Bank of Terrebonne and Trust Company, Houma, Louisiana, and conditioned to bear interest at the rate of six (6) per cent per annum from date until full and final payment, which said note bears the Notarial Paraph of Elward Wright, Notary Public, for the Parish of Terrebonne, to identify it with an act of mortgage duly recorded in Mortgage Book 153, folio 77, Entry No. 173,773, Terrebonne Parish, Louisiana.

Said officer further declared that for a good and valuable consideration, the said Bank does hereby release from the effects of said mortgage the property described above, but no further, the said mortgage to remain in full force and effect on all of the remainder of said property originally mortgaged, and he does hereby authorize the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Terrebonne, to inscribe the partial release of the said mortgage insofar as it affects the property herein described.

I, Notary, paraphed the said note "Ne Varietur" to identify it with this act of sale and partial release and returned it to the said officer.

All taxes on the herein conveyed property have been paid and taxes for the current year 1959 will be paid by the vendor.

For the purpose of affixing Federal Documentary Stamps to this act of transfer, the value of real estate herein conveyed is appraised at \$1,350.00 and Federal Documentary Stamps in the amount of \$1.65 are hereto attached and cancelled in accordance with law.

law.

The parties dispense with the Certificate of Mortgages required by law, and exonerate me, undersigned officer, from any responsibility therefor.

IN FAITH WHEREOF, the parties, witnesses and I, said Notary, have signed these presents at my office in the City of Houma, Parish of Terrebonne, Louisiana, on the date and date first above written, after a due reading of the whole.

WITNESSES:

Donne Dubreuil  
Public Auditor

James L. Gault



DELTA IRON WORKS, INC.

BY: [Signature]  
Authorized Officer  
F. C. Newman

D. W. Rhee  
Lloyd LeBlanc

TRUST CO.

BY: [Signature]  
Authorized Officer

Gerald L. Rogers  
Notary Public

DELTA IRON WORKS, INC.  
P. O. Box 1-0  
Houma, Louisiana

MINUTES OF THE SPECIAL MEETING OF THE  
BOARD OF DIRECTORS OF DELTA IRON WORKS, INC.

A special meeting of the Board of Directors of Delta Iron Works, Inc. was held at the office of the corporation at Houma, Louisiana, on April 24, 1959. Present were: F. C. Newman, D. W. Rhee and Lloyd LeBlanc, being all of the members of the Board of Directors of the corporation.

That motion duly made, seconded and unanimously adopted, it was,

RESOLVED by the Board of Directors of the corporation that,

WHEREAS, the corporation is the owner of certain immovable property acquired in an act of exchange with Waterworks District No. 1 of the Parish of Terrebonne, Louisiana, and

WHEREAS, it was necessary for the corporation to accept this property in part payment in order to acquire and dispose of certain other property which changed hands in said act of exchange, and

WHEREAS, this property is inaccessibility to the corporation by land, and the corporation has no use for it, and

WHEREAS, this property can be disposed of only by sale to contiguous property owners because of its inaccessibility to others and the possibility of sale to contiguous owners is "nil" at the present time, and

WHEREAS, the corporation is desirous of disposing of said property as it has no business value to this corporation, and

WHEREAS, the corporation has an accrued earned surplus in excess of the costs of said property to the corporation,

THEREFORE, the Board of Directors of the corporation does now hereby consent to and approve a dividend in kind immediately conveying and vesting title to the bona-fide owners of the common stock of the corporation in their proportionate interest as shown by the stock record book of the corporation at the close of business on April 24, 1959, consisting of the net equity of the corporation in and to the following described property, to-wit:

"A certain tract of land situated in Section Forty-seven (47) Township Seventeen (17) South, Range Seventeen (17) East, Terrebonne Parish, Louisiana, lying on the east, or left descending bank of the Bayou LaCerne, and being bounded North by Section One Hundred Four (104) of said Township and Range East by Section Twelve (12) of said Township and Range, and South and West by the said Bayou

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LeCarpe together with all rights, ways, -  
privileges and servitudes thereto belonging  
or in anywise appertaining; said tract con-  
taining nine (9) acres, more or less, as is  
shown and comprised within the lines  
connecting points "A", "B" and "C" on a plat

made by Arthur A. DeFreites, C.E., dated  
September 22, 1953, which is recorded in  
COB 201, folio 356 of the records of  
Terrebonne Parish, Louisiana; less and  
excepting therefrom that certain mineral  
reservation in favor of Miss Nellie Bond  
et al, dated September 16, 1953, and  
recorded in COB 201, folio 357, Parish of  
Terrebonne, Louisiana."

Being the same property acquired by Delta  
Iron Works, Inc. in an act of exchange with  
Waterworks District No. 1 of the Parish of  
Terrebonne, Louisiana, on May 6, 1957, on  
file and of record in the Clerk's Office,  
Parish of Terrebonne, Louisiana.

BE IT FURTHER RESOLVED that Lloyd LeBlanc, Secretary of the  
corporation be and he is hereby authorized to sign and execute for and on behalf  
of said corporation any and all acts of conveyance necessary to successfully  
transfer the ownership of said property hereinabove declared to be a dividend  
in kind to and with the said owners of the common stock of the corporation at  
any date convenient to all parties concerned.

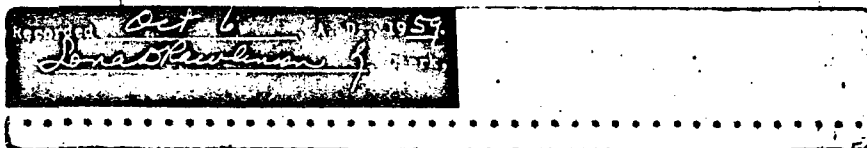
There being no further business, the meeting adjourned.

*L. LeBlanc*  
President

ATTEST:

*Robert P. LeBlanc*  
Secretary

NOTARY PUBLIC  
STATE OF LOUISIANA  
My Comm. Expires 12/31/59  
Notary Seal



STATE

STATE OF LOUISIANA  
PARISH OF TERREBONNE

195789

BE IT KNOWN that on this fifth day of October in the  
year of our Lord nineteen hundred and fifty-nine,

BEFORE ME, GERALD F. LOFASO,

a Notary Public, duly commissioned and qualified to and for the Parish of Terrebonne, State of Louisiana,  
and in the presence of Baron E. Bourg and

Bonnie Boudreaux lawful witnesses residing in said Parish,

PERSONALLY CAME AND APPEARED:

ALPHONSE J. AUTHEMENT, SR.,

widower by first marriage of the former Miss Octavia Hebert,  
deceased, now married to the former Miss Onezia Forche, widow by  
first marriage of Enes Thibodeaux, with whom he is living and  
residing in the Parish of Terrebonne, Louisiana,

D01185

STATE OF LOUISIANA  
PARISH OF TERREBONNE

BE IT KNOWN AND REMEMBERED: That the following contract of lease was on this 20th day of August, in the year of our Lord nineteen hundred and fifty-nine, entered into by and between:

- (1) DR. S. ERNEST ELLENDER, husband of Mrs. Ernestine Boudreaux Ellender, and
- (2) J. PARQUARD CHAUVIN, husband of Mrs. Mary Allen MacBride Chauvin,

both of legal age and residents of the Parish of Terrebonne, Louisiana, (hereinafter referred to as LESSORS) and

DELTA IRON WORKS, INC., a corporation organized under and by virtue of the laws of the State of Louisiana, herein represented by E. W. Newman, President, who acts herein under and by virtue of a resolution of the Board of Directors of said corporation, duly adopted at a meeting of said Board held at its domicile on June 25, 1959, a certified copy of which resolution is hereto attached and made a part hereof (hereinafter referred to as LESSEE),

## W I T N E S S E T H

Lessors had leased, and do by these presents hereby let, lease, and hire, for the consideration and on the terms and conditions hereinafter stipulated, to and unto Lessee, the following described property, to-wit:

"A certain tract of land, situated in the Parish of Terrebonne, State of Louisiana, being a part of the Crescent Plantation, and described as follows: Beginning at an iron grate bar, marking corner common to Crescent, Mulberry, and Woodlawn Plantations, also being the Southeast corner of Lot 198 of Crescent Plantation Subdivision; thence N. 7° 32' W. 594.5 feet to intersect center line of cross ditch on left of line, to an iron stake on East side of drainage canal; thence along center line of cross ditch N. 88° 45' W. 156 feet to intersect meander line of headland along Bayou LaCarpe to an iron stake; thence along meander line of headland along Bayou LaCarpe S. 23° W. 388 feet to an iron stake; thence S. 1° W. 341 feet to intersect fence line between Crescent and Mulberry Plantations, at gate post to an iron stake; thence N. 74° E. 408 feet, along fence line between Crescent and Mulberry Plantations, to iron grate bar, point of beginning; containing 4.57 acres exclusive of 0.43 acres, included between the meander of the

headland along Bayou LaCarpe and the East bank of Bayou LaCarpe, making a total of five (5) acres and being the South five acres of Lot 198 of Crescent Plantation Subdivision, Terrebonne Parish, Louisiana, and being in Township 17 South, Range 17 East, as shown upon plan attached hereto by Joseph F. Villavaso, C. E., July 2, 1924."

Being the same property acquired by Lessors from Germain Dupre on October 26, 1937, by act executed before Claude Ellender, Notary Public, which act is on file and of record in the Clerk's Office, Parish of Terrebonne, Louisiana.

This lease is for a period of thirty (30) months, beginning on August 15, 1959, and ending on February 15, 1962, subject to the renewal period hereinafter set forth.

The consideration of this lease is the sum of SEVENTY-FIVE AND NO/100 (\$75.00) DOLLARS per month, payable in advance. Lessors acknowledge receipt of the sum of \$75.00 in payment of the rental for the first month under said lease, and grant full acquittance therefor.

Lessee obligates itself to pay the rentals punctually when due,

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and failure to pay two successive monthly rentals vests in Lessors the right either to have said lease cancelled or to make all remaining rentals immediately due and exigible, at their option.

The property herein leased is to be used by Lessee for all legitimate purposes, and particularly in connection with its business.

The property will be cleared by Lessee at its expense. Any canal or slip which may be dredged on the property herein leased after proper authority obtained from the Corps of Engineers will be piled and bulkheaded on all sides by Lessee at its expense. Should Lessee dredge such a canal or slip, all of the spoils taken therefrom will be spread on the property of Lessors.

The Lessee is accorded the right to construct a building or buildings on the property herein leased, with the understanding that it may remove said building or buildings at the termination of this lease or its renewal, provided the property is returned to Lessors in a leveled condition.

Taxes on the real estate will be paid by Lessors, and all taxes on the improvements placed on said property will be paid by Lessee.

As part of the consideration for the present lease, Lessee is accorded the right and option to renew the present lease for four five-year periods on the same terms and conditions, but with an enhancement of the monthly rentals for said four five-year periods, as follows:

For the first additional five-year period, the monthly consideration is to be the sum of ONE HUNDRED FIFTY AND NO/100 (\$150.00) DOLLARS.

For the second five-year renewal period, the monthly consideration is to be the sum of TWO HUNDRED TWENTY-FIVE AND NO/100 (\$225.00) DOLLARS.

For the third and fourth five-year renewal periods, the monthly consideration is to be the sum of THREE HUNDRED AND NO/100 (\$300.00) DOLLARS.

It is agreed that the maximum period of time which said property can be leased is twenty-two (22) years and six (6) months from August 15, 1959.

Lessors obligate themselves to give Lessee written notice by Registered Mail, postage prepaid, on or before the expiration of this lease or any five-year renewal period of the termination of the lease or of the respective five-year renewal period, with the request that Lessee make known its intention to renew or not to renew the lease for the additional five-year period. Should Lessors fail to give said notice and Lessee remains in possession of the property subsequent to any five-year period, then in that event the lease will be considered as having been reconducted for the additional period of five years, and for the consideration fixed for said particular five-year period.

IN FAITH WHEREOF, Lessors and Lessee have signed these presents on the day, month, and year hereinabove written, in the presence of the undersigned competent witnesses, after a due reading of the whole.

WITNESSES:

Estelle Savoie  
Estelle Savoie

Dr. S. Ernest Ellender  
Dr. S. Ernest Ellender

Mildred G. Cockfield  
Mildred G. Cockfield

WITNESSES:

Estelle Savoie  
Estelle Savoie

J. F. Chauvin  
J. Farquhard Chauvin

Mildred G. Cockfield  
Mildred G. Cockfield

Estelle Savoie  
Estelle Savoie

DELTA IRON WORKS, INC.

Mildred G. Cockfield  
Mildred G. Cockfield

E. H. Newman  
President

STATE OF LOUISIANA

PARISH OF TERREBONNE

BEFORE ME, the undersigned Notary Public, personally appeared  
DR. S. ERNEST ELLENDER and J. FARQUHARD CHAUVIN, who, being by me duly sworn,  
deposed and said:

That they are the identical persons described in and who executed  
the above and foregoing lease, and that their signatures thereto are their  
true and genuine signatures, placed thereon by them for the uses and purposes  
therein expressed.

S. E. Ellender  
Dr. S. Ernest Ellender

J. F. Chauvin  
J. Farquhard Chauvin

SWORN TO AND SUBSCRIBED BEFORE ME

this 20th day of August, 1959.

Edward Wright  
Edward Wright  
NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF TERREBONNE

BEFORE ME, the undersigned Notary Public, personally appeared  
E. H. NEWMAN, who, being by me first duly sworn, deposed and said:

That he is President of Delta Iron Works, Inc., and that he exe-  
cuted the above and foregoing lease in behalf of said corporation under  
authority of its Board of Directors, and he acknowledged said instrument to  
be the free act and deed of said corporation.

E. H. Newman  
E. H. Newman

SWORN TO AND SUBSCRIBED BEFORE ME

this 20th day of August, 1959.

Edward Wright  
Edward Wright  
NOTARY PUBLIC

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RESOLUTION

BE IT RESOLVED by the Board of Directors of Delta Iron Works, Inc., that E. H. Newman, its President, be and he is hereby authorized and directed to secure a surface lease from Dr. S. Ernest Ellender and J. Farquhard Chauvin on the Southern five (5) acres of Lot 198 of the Crescent Plantation Subdivision, said lease to be for such a period and consideration and on such terms and conditions as the said President may agree to, hereby approving, confirming, and ratifying all acts which the said President may do and perform by virtue hereof.

\* \* \* \* \*

I, L. Lloyd LeBlanc, Secretary of Delta Iron Works, Inc., do hereby certify that the above and foregoing resolution was duly passed and adopted at a meeting of the Board of Directors of said corporation held at its domicile in the City of Houma, Louisiana, on June 25th, 1959, after due notice given; that a quorum of the Board was present at said meeting, and voted unanimously in favor of said resolution.

WITNESS my hand and seal this 8th day of August,  
A. D., 1959.

FILED FOR RECORD

1959 AUG 21 AM 8:41  
Houma La. CO. 1  
J. L. LeBlanc  
TERREBONNE

Secretary

STATE OF LOUISIANA,  
PARISH OF TERREBONNE.

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, under date of August 10th, 1955, by deed recorded on the same date in Conveyance Book No. "221" at folio 441 et seq., Entry No. 144,064 and corrected on April 3rd, 1957 by deed recorded on April 5th, 1957 in Conveyance Book No. "240" at folio 544 et seq., Entry No. 164,275, and by deed dated October 22, 1958, recorded October 27, 1958, in Conveyance Book 268, at Folio 447 et seq., of the records of Terrebonne Parish, Louisiana, KERMIT WURZLOW conveyed to and unto F. WURZLOW & COMPANY, a partnership composed

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lease to be as indicated in the form submitted and attached to this resolution.

I HEREBY CERTIFY, That, the foregoing resolution was unanimously adopted at a meeting of the Board of Directors of SOUTHERN MACHINE AND TOOL CO., INC., held at Houma, Louisiana, on the 18th day of May, 1959, a quorum being present at said meeting.

*James Earl Johnson*  
SECRETARY

FILED FOR RECORD  
1959 JUN 12 10:33  
JAMES E. JOHNSON  
PARISH OF  
TERREBOUNE, LA.

**OIL, GAS AND MINERAL LEASE**

THIS AGREEMENT, entered into effective as of April 30, 1959

by and between DELTA IRON WORKS, INC., a Louisiana corporation, domiciled in the Parish of Terrebonne, herein represented by E. H. NEWMAN, its duly authorized President, acting by authority of a resolution of its Board of Directors dated April 30, 1959, a copy of which is hereto attached and made a part hereof;

hereinafter called "Lessor" (whether one or more) and PERMIT MURZLOW of Houma, Louisiana

hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of Three Hundred Seventy-one and no/100----- (\$371.00-----) hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession, storage and transportation of said minerals (either from said land or acreage pooled therewith), and the right to dispose of salt water, with the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads, pipelines, and/or canals thereon for operations hereunder or in connection with similar operations on adjoining land, and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Terrebonne Parish, Louisiana, and described as follows, to-wit:

A certain tract of land situated in the Parish of Terrebonne, State of Louisiana, being a part of the Crescent Plantation and described as Lot D of the Subdivision of Lot One Hundred and Ninety-eight (198) of the Crescent Plantation, containing three and 71/100 (3.71) acres, more or less; a survey of the said Crescent Plantation was made by J. C. Maties, Civil Engineer in July, 1923; a subdivision of said Lot One Hundred Ninety-eight (198) of Crescent Plantation was made by Joseph Villavaso, in April, 1925, both plans being on file with the Clerk of Court of the Parish of Terrebonne, Louisiana.

Notwithstanding anything to the contrary herein contained, operations on or from a pooled unit or units established under the provisions of Paragraph 2 hereof embracing land covered hereby and other land shall maintain this lease in force only as to land included in such unit or units. The lease may be maintained in force as to the remainder of the land in any manner herein provided for, provided that if it be by delay rental payment, delay rentals shall be payable only on the number of acres not included in such unit or units. If at the end of the primary term, this lease is being maintained as to a part of the land by operations on or from a pooled unit or units embracing land covered hereby and other land, Lessee shall have the right to maintain the lease as to the land not included in such unit or units by delay rental payments exactly as if it were during the primary term, provided that his right to pay rental shall terminate three (3) years after the end of the primary term.

Notwithstanding anything to the contrary herein contained, no drilling, construction, or any other operations shall be conducted from the surface of the land hereinabove described and covered by this lease, without Lessor's consent. This, however, can not interfere with the rights of Lessee to recover any and all minerals underlying the tract hereinabove described, by directional drilling, or under the pooling provisions of this lease. In the event of directional drilling, operations shall be considered as commenced on the leased premises when operations are commenced for the drilling of a well which is to be directionally drilled, the same as though said well were located on the leased premises.

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether property is specifically described or not. Whether or not any reduction in acreage shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, title

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This lease shall be for a term of five years and 60 months from the date hereof (including "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on the land or on acreage pooled therewith (or with any part thereof). All as hereinafter provided; for all subject to the following conditions and covenants:

<b>Fifty and no/100</b>	<b>\$0.00</b>
<p>per acre for all or that part of the land which Lessee agrees to continue to hold however, which payment shall maintain Lessor's rights in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of each respective period</p>	
<b>Fifty and no/100</b>	<b>\$0.00</b>

THIS WORK OF THE COMMISSION WAS FINANCED BY THE EUROPEAN COMMISSION AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND.

[illegible]

1. Lessee, may, at any time and so after the discovery and production of minerals on the land, easements and deliver to Lessee or his record release or releases of any portion or portions of the lands or any stratum or strata and be relieved of all requirements hereafter as to the land, stratum or strata so released; and, in the event of a release of all strata under a portion of the land during the primary term, the rental shall be reduced proportionately, according to acreage. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil or gas from the leased premises, whether or not such well is being drilled or worked on, one hundred thirty (130) acres around said well, and if no well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pool or unit and if there are two or more units pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising each of said units. If a well is being drilled or worked on each well will then produce or being drilled or worked on, and one hundred sixty (160) acres around each well then producing, or being drilled or worked on or shot in under Paragraph B hereof, each of such tracts to be in an area a square form as is practicable. Lessee

4. Prior to the time that oil, gas or some other mineral is being produced from the leased land or land pooled therewith (or with any part thereof), Lessee may maintain the rights granted during and after the primary term by carrying on operations on said lands or land pooled therewith (or with any part thereof) without the payment of any (00) days' advance admeasurement of rent on or well and the commencement of operations for drilling or reworking another well, and during the primary term such operations may be discontinued and the rights granted maintained by commencing or resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date or the expiration of the primary term bears to the twelve-month period; but, if said ninety (90) days should expire prior to the initial rental paying date or during any year for which a fixed rental payment has been made, no rental shall be due until the next fixed rental paying date, or, as the case may be, for the balance of the last year of the primary term.

5. If, prior to or after the discovery of oil or gas on the lands held hereunder, a well producing oil or gas is paying quantities for 30 consecutive days shall be brought in on adjacent lands not owned by Lessor and not included in a pooled unit containing all or a portion of the lands herein described, Lessee shall work such offset well to protect the lands held hereunder from drainage as and within the time that a reasonable and prudent operator would drill the well to protect the lands herein described; provided, however, the Lessor will not be required to drill such offset well unless the well on the adjacent land is within 150 feet of any line of the lands held hereunder, nor shall such offset well be necessary where said lands are being reasonably protected by a well on the lands premises or land pooled therewith (or with one or more thereof).

[illegible][illegible]

8. The Lessee shall be responsible for all damages to timber and growing crops of Lessor caused by Lessee's operations.

advances. A subtenant may, as to the Lessor, exercise the rights and discharge the obligations of the Lessee, without joining any of the subtenants. In the event of an assignment of the lease as to a segregated portion of the land, duty/liable shall be apportioned among the several leasehold owners according to the surface area of each, and default in payment by one shall not affect the rights of others. Any owner of rights under this lease may pay the entire rental payable hereunder and such payment shall be for the benefit of those holding leasehold rights hereunder. If at any time two or more persons are

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LESSOR, in full and complete satisfaction of the proportionate part of said rental to which each participant is entitled may be paid or recovered to him separately or to his separate credit in said depository and payment or tender to any participant of his portion of the rental hereunder shall maintain the lease as to such participant.

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereunto and have the right to apply to the repayment of Lessee any rental and/or royalty accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the land or mineral rights relating thereto (whether such interest is herein specified or not) rental and royalty as to the land in which an interest is outstanding is shared shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rental shall not affect Lessee's right to reduce royalty; and all outstanding royalty rights shall be delivered from the royalty herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have deprived Lessor's title; and in the event Lessee's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessee's rights.

11. In the event the Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee shall have sixty (60) days after receipt of such notice in which to commence any operations that are then legally necessary to comply with the requirements hereof. The service of said notice and the lapse of sixty (60) days without Lessee meeting or commencing to meet the alleged breaches shall be a condition precedent to any action by Lessor for any cause hereunder. It is provided, however, that after production of oil, gas, sulphur, or other mineral has been obtained from the land covered hereby or land pooled therewith (or with any part thereof), this lease shall not be subject to forfeiture or loss, either in whole or in part, for failure to comply with the express or implied obligations of this contract except after final judicial ascertainment of such failure and Lessee has been given a period of sixty (60) days after such final judicial ascertainment to prevent such loss or forfeiture by complying with and discharging the obligations as to which Lessee has been judicially determined to be in default.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners join in the granting of this lease; and the failure of any party named herein as Lessor to sign this lease shall not affect its validity as to those whose signatures appear herein or on a counterpart hereof.

13. The requirements hereof shall be subject to any State and/or Federal law or order regulating operations on the land. It is further agreed that should Lessee be prevented from complying with any express or implied covenants of this lease, from conducting drilling or reworking operations thereon, or from producing oil, gas or other mineral therefrom by reason of scarcity or inability, after effort made in good faith, to obtain equipment or material or authority to use same, or by failure of carriers to transport or furnish facilities for transportation, or by operation of force majeure, any Federal or State law, or any order, rule or regulation of governmental authority, or other cause beyond Lessee's control, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply therewith; and this lease shall be extended until and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil, gas or other mineral from the leased premises and the time while Lessee is so prevented shall not be counted against Lessee.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

DELTA IRON WORKS, INC.

BY: [Signature]  
PRESIDENT

#### CORPORATION ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH (OR COUNTY) OF TERREBOUNE

ON THIS 11th day of May, 1959, before me, appeared E. H. NEWMAN

President

of the Delta Iron Works, Inc. and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said E. H. NEWMAN acknowledged said instrument to be the free act and deed of said corporation.

[Signature]  
Notary Public.

#### RESOLUTION

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of Delta Iron Works, Inc., that E. H. Newman, acting in his capacity as President of said Corporation, be and he hereby is, authorized to enter into an agreement with Kermit Wurzlou, whereby Delta Iron Works, Inc. shall lease its property under a standard form of Oil, Gas and Mineral Lease to said Kermit Wurzlou, for a consideration of \$100.00 per acre, and annual delay rentals of \$50.00 per acre, for a primary term of five years.

BE IT FURTHER RESOLVED, that said E. H. Newman, acting in his said capacity, be further authorized and fully empowered to sign and execute such documents as may be required to fully effectuate said lease."

I hereby certify that the foregoing is a true and accurate copy of resolution adopted unanimously at a regular meeting of the Board of Directors of Delta Iron Works, Inc. held on the 30th day of April, 1959.

[Signature]  
Lloyd LeBlanc, Secretary to the Board

NOTARY PUBLIC  
TERREBOUNE, LA.

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State of Louisiana, comprised in Lot No. Five (5) in Block No. Fifty-four (54), as designated on a plan of said City of Houma, & file in the Clerk of Court's office of the Parish of Terrebonne; said lot measuring forty-nine (49') feet front on Cabasse Street by depth of one hundred seventy-two (172') feet; being bounded now or formerly on the West by Cabasse Street, East by Magnolia Cemetery, North by lot now or formerly belonging to E. A. Commeaux and South by property now or formerly belonging to Charles Ledet, together with all of the buildings and improvements thereon and thereto belonging and with all rights, ways, privileges and servitudes thereto belonging or in anywise appertaining.

Being the same property acquired by John Stone, while married to Miss Elizabeth Jeffries, from Louis Babin by act of purchase filed of record April 15, 1922, in Original Book 106, Entry No. 9213 and recorded in C. O. B. 76 at folio 433, et seq., Terrebonne Parish Conveyance Records.

B. Personal property, rights, credits and effects belonging to said successions and particularly the furniture and fixtures located upon said immovable property, belonging to said successions.

The Attorney in fact for the Successors in the following successions is hereby fixed as follows:

Succession of Mrs. Elizabeth Jeffries Stone.....	\$ 2.00
Succession of Mr. John Stone.....	\$ 2.00
Succession of Miss Ethel Louise Stone.....	\$ 5.00
Succession of Mrs. Elizabeth Jane Stone	
Champagne.....	\$10.00
<b>Total.....</b>	<b>\$19.00</b>

RENDERED, READ AND SIGNED in *Champs* at Houma, Louisiana, this *23rd* day of *January*, A. D. 1959.

**FILED**  
JAN 23 1959  
CLERK OF COURT

*[Signature]*  
JUDGE

*[Signature]*  
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STATE OF LOUISIANA  
PARISH OF TERREBOUNE

186581

BE IT KNOWN that on this 23rd day of January in the year of our Lord nineteen hundred and

BEFORE ME, LEONARD GREENBURG

a Notary Public, duly commissioned and qualified in and for the Parish of Terrebonne, State of Louisiana, and in the presence of *Thaddeus J. Falgout* and *W. C. [illegible]* lawful witnesses residing in said Parish,

PERSONALLY CAME AND APPEARED:

THADDEUS J. FALGOUT, a married man of the full age of majority, married to the former Miss Lydie Hutchinson, with whom he is residing and domiciled in the Parish of Terrebonne, Louisiana,

(hereinafter referred to as vendor and as a person of the masculine gender, whether one or more) who declared that he had sold, and by these presents he does sell, cede, transfer, convey, abandon and deliver with all the legal warranties, and with full substitution and subrogation to all his rights and actions in warranty against all preceding owners and vendors to and unto

DELTA IRON WORKS, INC., a domestic corporation organized under the laws of the State of Louisiana, and domiciled in the Parish of Terrebonne, Louisiana,

15th of Terrebonne, Louisiana, herein represented by Mr. L. Lloyd LeBlanc, its Secretary-Treasurer, duly authorized to act herein by virtue of a resolution of the Board of Directors of said corporation, dated December 19, 1958, certified copy of which is attached hereto and made part hereof,

(hereinafter referred to as purchaser and as a person of the masculine gender, whether one or more) have present, accepting and purchasing for himself, his heirs, successors or assigns, and acknowledging due delivery and possession thereof, the following described property, to-wit:

- 1 8" Series 1500 Hydril Type GK Blowout Preventer
- 1 Control Manifold for above Preventer
- 3 2-7/8" IP Hydril Pin Lift Subs
- 20 4" OD x 30' Long Drill Collars with 2-7/8" IP Hydril connections
- 12 5-1/2" OD x 30' Long Drill Collars with 4-1/2" API Regular connections
- 7 4-1/2" API Reg. Pin Lift Subs
- 12 5-3/4" OD x 30' Long Drill Collars with 4-1/2" Full Hole connections
- 6 4-1/2" Full Hole Pin Lift Subs
- 1 Set (2) of 4-1/2" Rams for 10" Cameron BOP-QRC
- 1 Set (2) of 3-1/2" Rams for Cameron QRC BOP 10"
- 1 3-1/2" Acme FH Kelly Saver Sub
- 1 3-1/2" Acme FH Kelly-Saver Sub
- 1 16" Webb-Wilson Casing Tong
- 2 Chicago-Pneumatic Air Motors for B. J. Air Tongs

This sale and transfer is made and accepted for and in consideration of the price and sum of TWENTY-SIX THOUSAND and No/100 (\$26,000.00) Dollars, of which TEN THOUSAND and No/100 (\$10,000) Dollars, lawful United States currency, was paid cash by the purchaser to the vendor who hereby grants full and final acquittance, receipt and discharge therefor, and to represent the balance of said purchase price, say the sum of SIXTEEN THOUSAND and No/100 (\$16,000) Dollars:

1) Purchaser has given his one certain promissory note of even date herewith, in the principal sum of TEN THOUSAND and No/100 (\$10,000.00) Dollars, made payable to his own order and by himself endorsed in blank, made due and payable on demand after date at the office of Thaddeus J. Falgout at Houma, Louisiana, and conditioned to bear interest at the rate of No (0%) per cent per annum from date until paid;

2) Purchaser, the said Delta Iron Works, Inc., now becoming vendor, declared that it had sold and by these presents does sell, cede, transfer, convey, assign and deliver with all its legal warranties, and with full substitution and subrogation to all its rights and actions in warranty against all preceding owners and vendors to and unto the said Thaddeus J. Falgout, here present, accepting and purchasing for himself, his heirs, successors or assigns, and acknowledging due delivery and possession thereof, the following described property, to-wit:

"A certain tract of land situated in the Parish of Terrebonne, State of Louisiana on the right descending bank of Bayou Terrebonne, but not bordering thereon comprising, and better known and designated as, lots numbers 5, 6, 7, and 8 of Block number 2 of Charles Subdivision, as shown on a plan of survey made by T. Baker Smith, C.E., on

April 13, 1948 and of record in Conveyance Book 181 Folio 604 of Terrebonne Parish, each of said lots measuring fifty-five (55) feet front on the east side of Howard Avenue by depth of eighty-six and five tenths (86.5) feet between parallel lines; together with all of the improvements thereon and all rights, ways, privileges, prescriptions and servitudes thereto belonging or in anywise appertaining.

Being the same property purchased by Delta Iron Works, Inc. from Everett H. Newman by Act executed before Leonard Greenburg, Notary Public, on January 31, 1956, and of record in the Office of the Clerk of Court of Terrebonne Parish in C.B. 228 at folio 179.

(For title see also C.B. 176, folio 537, C.B. 177,

folio 317; C.B. 186, folio 372; C.B. 153, folio 494.)

which said tract of land is hereby sold and/or exchanged at a fixed valuation of SIX THOUSAND and No/100 (\$6,000.00) Dollars.

And now comes and intervenes THE BANK OF TERREBONNE AND TRUST COMPANY, through its undersigned, proper officer, who declared to me, Notary, that said bank is the owner and holder of:

One certain promissory note dated January 6, 1958, in the principal amount of ONE HUNDRED THIRTY THOUSAND (\$130,000.00) Dollars, drawn by Delta Iron Works, Inc., to its own order and by itself endorsed in blank, made due and payable one month after date at the Office of the Bank of Terrebonne and Trust Company, Houma, Louisiana, and conditioned to bear interest at the rate of six (6%) per centum per annum from date until paid;

which said note is identified by the Notarial Paraph of Elward Wright, Notary Public of the Parish of Terrebonne, with an Act of Special Mortgage executed before him on January 6, 1958, which is duly recorded in the Records of Terrebonne Parish in Mortgage Book 163 at folio 77, Entry No. 173,773, and bearing upon the real property hereinabove described and herewith sold and exchanged; and that for good and valuable consideration, the said Bank of Terrebonne and Trust Company does hereby release from the effect of said mortgage only and solely the real property hereinabove described and herein sold and exchanged, and does hereby authorize and direct Randolph A. Bazet, Clerk of Court and ex officio recorder of mortgages for the Parish of Terrebonne, to erase and cancel from his mortgage records said mortgage, insofar as it affects the property hereinabove described and herein sold and exchanged, and no further; said mortgage, however, to remain in all other respects in full force and effect on the remainder of the property described in said Act of Special Mortgage dated January 6, 1958; and the said Bank of Terrebonne and Trust Company, through its undersigned officer, having presented to me the note hereinabove described, I, said Notary, paraphed said note "No Varietur" to identify it with this ACT OF PARTIAL RELEASE, and returned it to the said Bank of Terrebonne and Trust Company, through its undersigned officer, who hereby acknowledges receipt thereof.

United States Internal Revenue Documentary Tax Stamps in the amount of SIX and 60/100 (\$6.60) Dollars have been attached -

hereto and duly cancelled in accordance with law.

The Certificate of Mortgages required by law is dispensed

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with by the parties, who exonerate me, undersigned officer, from any responsibility therefor.

IN FAITH WHEREOF, the parties, witnesses and I, said Notary, have signed these presents at my office in the City of Houma, Parish of Terrebonne, Louisiana, on the day and date first above written, after a due reading of the whole.

WITNESSES:

Bernard H. Walden  
Bernard H. Walden

Thaddeus J. Falgout  
Thaddeus J. Falgout

Nora P. Dignam  
Nora P. Dignam

Delta Iron Works, Inc.  
DELTA IRON WORKS, INC.

BY: L. Lloyd Lablanc  
L. Lloyd Lablanc

Bank of Terrebonne & Trust Co.  
BANK OF TERREBONNE AND TRUST CO.

BY: L. S. Givens  
L. S. Givens

Leonard Greenburg  
Leonard Greenburg, Notary Public

January 23, 1959  
I hereby certify that all taxes due on the above  
described property have been fully paid.

Notary J. Dignam  
By: Two Witnesses, Terrebonne Parish

BE IT FURTHER RESOLVED that Delta Iron Works, Inc. purchase from Thaddeus J. Falgout, at a price of \$26,000.00, the following described movable property:

- 1 6" Series 1500 Hydril Type CK Bl w/out Preventer
- 1 Control Manifold for above Preventer
- 3 2-7/8" IF Hydril Pin Lift Subs
- 20 4" OD x 30' Long Drill Collars with 2-7/8" IF Hydril connections
- 12 5-1/2" OD x 30' Long Drill Collars with 4-1/2" API Regular connections
- 7 4-1/2" API Reg. Pin Lift Subs
- 12 5-3/4" OD x 30' Long Drill Collars with 4-1/2" Full Hole connections
- 6 4-1/2" Full Hole Pin Lift Subs
- 1 Set (2) of 4-1/2" Rams for 10" Cameron BOP GRC
- 1 Set (2) of 3-1/2" Rams for Cameron GRC BOP 10"
- 1 3-1/2" Acme FH Kelly Saver Sub
- 1 4-1/2" API FH Kelly Saver Sub
- 1 16" Webb-Wilson Casing Tong
- 2 Chicago-Pneumatic Air Motors for B. J. Air Tongs

said purchase price to be paid by cash payment of \$10,000.00, the sale and transfer to the said Thaddeus J. Falgout of Lots 5, 6, 7 and 8 in Block No. 2 of Charles Subdivision, at a valuation of \$6,000.00, and by the execution of a demand note in favor of the said Thaddeus J. Falgout in the amount of \$10,000.00.

BE IT FURTHER RESOLVED that since the lots hereinabove mentioned are presently subject to a mortgage held by the Bank of Terrebonne and Trust Company, executed on January 6, 1958, an effort be made to obtain a partial release of said mortgage from the Bank

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of Terrebonne and Trust Company, so that said lots may be transferred unencumbered by any mortgage; and

BE IT FURTHER RESOLVED that L. Lloyd LeBlanc, Secretary-Treasurer of the corporation, be and he is hereby authorized to act for and in behalf of the corporation in negotiating the aforesaid Act of Partial Release of Mortgage, and in the execution of the sale and exchange with the said Thaddeus J. Falgout.

### CERTIFICATE

I, L. LLOYD LEBLANC, Secretary-Treasurer of Delta Iron Works, Inc., do hereby certify that the foregoing is a true copy of an extract of the minutes of a meeting of the Board of Directors of Delta Iron Works, Inc., held on December 19, 1958, at the office of the corporation at Houma, Louisiana.

*L. Lloyd LeBlanc*  
L. LLOYD LEBLANC  
Secretary-Treasurer  
Delta Iron Works, Inc.

FILED FOR RECORD

JAN 23 PM 2:33  
CLERK OF COURT  
PARISH OF  
TERREBONNE, LA.

SALE

186583

### STATE OF LOUISIANA

#### PARISH OF TERREBONNE

BE IT KNOWN that on this 22nd day of January in the year of our Lord nineteen hundred and Fifty-Nine

BEFORE ME, EVELYN BAZET

a Notary Public, duly commissioned and qualified in and for the Parish of Terrebonne, State of Louisiana, and in the presence of Claude B. Duval and Nancy R. Frankil

lawful witnesses residing in said Parish,

PERSONALLY CAME AND APPEARED: CARRIE REALTY COMPANY, INC., a corporation organized under the laws of the State of Louisiana, domiciled in the City of New Orleans and herein represented by Baron B. Bourg duly authorized by virtue of a resolution of the Board of Directors of said Corporation dated Jan. 16, 1957, and recorded in the Clerk's Office, Terrebonne Parish, Louisiana, under Entry No. 161668, Book 237;

(hereinafter referred to as vendor and as a person of the masculine gender, whether one or more) who declared that he had sold, and by these presents he does sell, cede, transfer, convey, abandon and deliver with all the legal warranties, and with full substitution and subrogation to all his rights and actions in warranty against all preceding owners and vendors to and unto FRANK P. HURKA, married to the former Miss Rosita Cangelosi with whom he resides in the Parish of Terrebonne, whose present mailing address is 204 Arlene Court, Houma, La.; and the said MRS. ROSITA CANGELOSI HURKA;

(hereinafter referred to as purchaser and as a person of the masculine gender, whether one or more) here present, accepting and purchasing for himself, his heirs, successors or assigns, and acknowledging due delivery and possession thereof, the following described property, to-wit:

"ONE CERTAIN LOT OF GROUND, together with all the buildings and

## OIL, GAS AND MINERAL LEASE

April 16,

178286 1958

THIS AGREEMENT, entered into this day of

by and between Delta Iron Works, Inc., a corporation organized under and by virtue of the laws of the State of Louisiana, domiciled and doing business in the Parish of Terrebonne, State of Louisiana (and herein represented by E. H. Newman, President, the address of which corporation is P. O. Box 281, Houma, La.)

herein called "Lessor" (whether one or more) and John W. Mecon

hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of One Hundred eighty-five and 50/100 \$ 165.50 hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession, storage and transportation of said minerals (either from said land or acreage pooled therewith), and the right to dispose of salt water, with the right to ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals therefor for operations hereunder or in connection with similar operations on adjoining land, and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land so which this lease applies and which is effected hereby being situated in Terrebonne Parish, Louisiana, and described as follows, to-wit:

A certain tract of land situated in the Parish of Terrebonne, State of Louisiana, being part of the Crescent Plantation and designated as Lot D of the Subdivision of Lot One Hundred Ninety-eight (198) of the Crescent Plantation, containing three and 71/100 (3.71) acres, more or less; as per the survey of the said Crescent Plantation made by J. C. Waties, C. E., in July, 1923 and the survey of the Subdivision of said Lot 198 of Crescent Plantation made by Joseph Villavaso in 1925, both being on file with the Clerk of Court of the Parish of Terrebonne, Louisiana. Being the same property acquired by The Delta Iron Works, Inc. from Louis Head and his wife, Mary Head, by act of sale dated February 29, 1956, on file and of record in COB 227, Page 61, in the Clerk's office of the Parish of Terrebonne, Louisiana.

14. Notwithstanding anything to the contrary herein contained, no drilling, operations, or any other operations shall be conducted from the surface of the land hereinabove described and covered by this lease, without Lessor's consent. This, however, can not interfere with the rights of Lessee to recover any and all minerals underlying the tract hereinabove described, by directional drilling, or under the pooling provision of this lease. In the event of directional drilling, operations shall be considered as commenced on the leased premises when operations are commenced for the drilling of a well which is to be directionally drilled, the same as though said well were located on the leased premises.

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretions or alluvions attaching to and forming a part of said land are included herein, whether property or specifically described or not. Whether or not any reduction in rental shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or passing to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 3.71 acres, whether it actually comprises more or less.

This lease shall be for a term of Three (3) years and No months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on April 16, 1959, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter maintains such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of One Hundred eighty-five and 50/100 Dollars (\$ 165.50) per annum for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessor's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods, One Hundred eighty-five and 50/100 Dollars (\$ 165.50) per annum for all or that part of the land held hereunder. Payments may be made to the Lessor or may be mailed or delivered for deposit to Lessor's credit in the Terrebonne Bank & Trust Company Bank of Houma, Louisiana which Bank or its successor shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and assigns; and the

death or incapacity of Lessor shall not terminate or affect Lessor's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessor or Lessor's successor to Lessor at the address set forth above or to the said Bank on or before the rental payment date shall be considered as payment of rental and operate to maintain Lessor's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessor's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a verifiable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories. Wherever used in this lease, "operations for drilling", "drilling operations" and "operations" shall be deemed to have been commenced when work is commenced or materials placed on the ground at or near the well site preparatory to the drilling of a well.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the land or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, to prevent waste, to avoid the drilling of unnecessary wells, or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) having orders governing the drilling of wells or the production of minerals. Such pooling shall be of tracts which will form one contiguous body of land for each year and the pooling units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially one-half section each gas or gas-condensate well, unless a larger spacing pattern or larger drilling or production unit (including a field or pool unit) have been filed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of less than forty (40) acres. Lessee shall execute and record





## CORPORATION ACKNOWLEDGMENT

STATE OF LOUISIANA  
PARISH (OR COUNTY) OF TERREBONNEON THIS 16th day of April 1958 before me, appeared E. H. Newmanto me personally known, who, being by me duly sworn, did say that he is the Presidentof the Delta Iron Works, Inc.and that said instrument was signed in behalf of said corporation by  
authority of its Board of Directors and said E. H. Newman acknowledged said instrument to  
be the free act and deed of said corporation.

## RESOLUTION

"NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of Delta Iron Works, Inc., that E. H. Newman, acting in his capacity as President of said Corporation, be and he hereby is, authorized to enter into an agreement with John J. Leecom, whereby Delta Iron Works, Inc. shall lease its property under a standard form of Oil, Gas and Mineral Lease to said John J. Leecom, for a consideration of \$50.00 per acre of land involved; and

BE IT FURTHER RESOLVED, that said E. H. Newman, acting in his said capacity, be further authorized and fully empowered to sign and execute such documents as may be required to fully effectuate said lease."

"I hereby certify that the foregoing is a true and accurate copy of resolution adopted unanimously at a regular meeting of the Board of Directors of Delta Iron Works, Inc. held on the 21st day of March, A.D. 1958."

Lloyd LeBlanc  
Lloyd LeBlanc, Secretary to the Board

FILED FOR RECORD

1958 MAY 16 AM 9:55

W. H. LeBlanc  
CLERK OF COURT  
PARISH OF  
TERREBONNE, LA.

## OIL, GAS AND MINERAL LEASE

hereinafter called "Lessee" (whether one or more) grants, leases and lets unto hereinafter called "Lessor", the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of, oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder or in connection with similar operations on adjoining lands, and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Terrebonne Parish, Louisiana, and described as follows, to-wit:

A certain tract of land situated in the Parish of Terrebonne, Louisiana, comprised of Section 8, T-10-S, R-10-E, and the one hundred eighty-seven (187<sup>th</sup>), more or less, feet of the left-hand corner of the 6<sup>th</sup> and 7<sup>th</sup> townships, or depth of survey and bounded on the north by the following: Above on land of Mrs. Mary J. Williams Estate and below on land of Mrs. Marie Ballew.

It is the intention of the Lessee to include in this lease all lands any mineral rights may be pooled in Louisiana and wherever oil, gas or sulphur is found, as well as any other minerals, and to pool the same with the two acres of the hereinafter described tract of land.

Containing 1.1 acres, more or less.  
All land owned by the Lessee in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether property is specifically described or not. This lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the described land, including reversionary mineral rights, hereafter acquired by or inhering in Lessor and Lessor's successors and assigns.  
This lease shall be for a term of ten years from the date hereof (called "primary term"), and so long thereafter as oil, gas or some other mineral is being produced from the land, or from land pooled therewith, or drilling operations are conducted, as hereinafter provided for; all subject to the following conditions and covenants:

COUNTY OF Essex

On this 25th day of February, 1958, before me personally appeared W. W. ENGELHARD, known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

James A. Long  
Notary Public in and for  
Essex County  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Mar. 9, 1961

THE STATE OF New Jersey

COUNTY OF Essex

ed. W. Engelhard  
as Attorney for W. W. Engelhard, known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

James A. Long  
Notary Public in and for  
Essex County  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Mar. 9, 1961

THE STATE OF New Jersey

COUNTY OF Essex

On this 25th day of February, 1958, before me personally appeared GORDON V. RICHMOND, known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

James A. Long  
Notary Public in and for  
Essex County  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Mar. 9, 1961

STATE OF LOUISIANA  
PARISH OF TERREBOUNE

BE IT KNOWN that on this first day of March in the year of our Lord nineteen hundred and fifty-eight,

BEFORE ME, GERALD P. LOPASO,

a Notary Public, duly commissioned and qualified in and for the Parish of Terrebonne, State of Louisiana, and in the presence of Sandra Brown and Harris Henry, lawful witnesses residing in said Parish,

PERSONALLY CAME AND APPEARED:

DELTA MARINE EQUIPMENT COMPANY, a partnership organized under the laws of Louisiana, domiciled in the Parish of Terrebonne, Louisiana, and composed of DONALD W. RHEA, EVERETT H. NEWMAN, LLOYD L. LeBLANC and ROBERT H. MARMADE, all residents of the Parish of Terrebonne, Louisiana, herein represented by all of the above named partners;

(Hereinafter referred to as vendor and as a person of the masculine gender, whether one or more) who declared that he had sold, and by these presents he does sell, cede, transfer, convey, abandon and deliver with all the legal warranties, and with full substitution and subrogation to all his rights and actions in warranty against all preceding owners and vendors to and unto

DELTA MUD & CHEMICAL COMPANY, INC., a corporation organized and doing business under the laws of the State of Louisiana, herein represented by its undersigned officer, Lloyd L. LeBlanc, duly authorized by the resolution annexed hereto and made a part hereof;

(Hereinafter referred to as purchaser and as a person of the masculine gender, whether one or more) have present, accepting and purchasing for himself, his heirs, successors or assigns, and acknowledging due delivery and possession thereof, the following described property, to-wit:

"One certain steel deck cargo barge measuring a length of 110 feet, a width of 30 feet, and a

depth of 6 1/2 feet, built by Avondale Marine Ways, Inc. in 1952 under its Drawing No. 3547-1; said barge bears the name "D.M.W. No. 2" affixed and welded thereto on one side of said barge in large visible letters; said barge being also known as "A.M.W., Inc. 436"; together with all tackle, equipment and paraphernalia of every kind aboard said barge and used in connection with the operation of same.

(Being the same barge built by Avondale Marine Ways, Inc. under Work Order No. 4909 and sold to the vendor as will appear from invoice No. 16,310, dated February 19, 1952.)

This sale and transfer is made and accepted for and in consideration of the price and sum of TWENTY-TWO THOUSAND and NO/100 (\$22,000.00) - - - - - Dollars, lawful United States Currency, paid cash by the purchaser to the vendor who hereby grants full and final acquittance, receipt and discharge therefor.

The parties disprove with the Certificate of Mortgage required by law, and acquiesce in, undersigned officer, from any responsibility therefor.

IN FAITH WHEREOF, the parties, witnesses and I, said Notary, have signed these presents at my office in the City of Houma, Parish of Terrebonne, Louisiana, on the day and date first above written, after a due reading of the whole.

#### DELTA MARINE EQUIPMENT COMPANY

WITNESSES

Scandia Brown  
Chris Brown

Lloyd L. LeBlanc, Partner  
Robert H. Marmande, Partner  
Lloyd L. LeBlanc, Partner  
Robert H. Marmande, Partner

#### DELTA MUD & CHEMICAL COMPANY, INC.

BY: Lloyd L. LeBlanc  
Lloyd L. LeBlanc  
Authorized Officer

Jerald P. Rogers  
NOTARY PUBLIC

DELTA MUD & CHEMICAL COMPANY, INC.

P. O. Box 521, Houma, La.

#### RESOLUTION

"NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of Delta Mud & Chemical Company, Inc., that Lloyd L. LeBlanc, Secretary and Treasurer of said Corporation, be and he hereby is authorized and empowered to purchase, in the name of the Corporation, one certain steel deck cargo barge measuring a length of 110 feet, a width of 30 feet, and a depth of 6 1/2 feet, built by Avondale Marine Ways, Inc. in 1952 under its Drawing No. 3547-1; said barge bears the name "D.M.W. No. 2" affixed and welded thereto on one side of said barge in large visible letters; said barge being also known as "A.M.W., Inc. 436"; together with all tackle, equipment and paraphernalia of every kind aboard said barge and used in connection with the operation of same, from Delta Marine Equipment Company at the agreed price of twenty-two thousand and NO/100 (\$22,000.00) Dollars, and to finance whatever portion of said purchase price that in his discretion may be necessary, at the Citizens Bank and Trust Company in the City of Houma, Louisiana, at such rate of interest and terms of repayment upon which he may agree with the officials of said bank; and

BE IT FURTHER RESOLVED, that the said officer be hereby further authorized and empowered for and on behalf of the corporation to mortgage one certain steel deck cargo barge measuring a length of 110 feet, a width of 30 feet, and a depth of 6 1/2 feet, built by Avondale Marine Ways, Inc. in 1952 under its Drawing No. 3547-1; said barge bears the name "D.M.W. No. 2" affixed and welded thereto on one side of said barge in large visible letters; said barge being also known as "A.M.W., Inc. 436"; together with all tackle, equipment and paraphernalia of every kind aboard said barge and used in connection with the operation of same.

BE IT FURTHER RESOLVED, that the said Lloyd L. LeBlanc, acting in his said capacity, be further authorized and empowered to sign and execute such documents or certificates of indebtedness and to do and perform any and all acts necessary to successfully conclude the above mentioned transactions."

I hereby certify that the foregoing is a true and accurate copy of the resolution adopted at a Special Meeting of the Board of Directors of Delta Mud & Chemical Company, Inc., held on Friday, February 28, A.D. 1958, at the domicile of the corporation.

ATTEND:

D. V. Rhee, President

ACT NO. \_\_\_\_\_  
CASH SALE OF PROPERTY  
BY  
IRVIN FEITEL POLMER, and  
MERVIN JOSEPH POLMER

TO

DUCROS PLANTATION,  
INCORPORATED

Our Lord, One Thousand Nine Hundred and Fifty-eight, and of the Independence of the United States of America, the one hundred and eighty-second.

BEFORE ME, KENNETH C. BARRANGER, a Notary Public, duly commissioned and qualified, in and for the Parish of Orleans, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

IRVIN FEITEL POLMER, a person of the full age of majority and a resident of and domiciled in the Parish of Terrebonne, State of Louisiana, appearing herein both in his individual capacity and in his capacity as the duly appointed and qualified Curator for the Interdict, MERVIN JOSEPH POLMER, under and by virtue of an order rendered in proceedings No. 3487 Probate, captioned "Interdiction of Mervin Joseph Polmer", by the Honorable P. Davis Martinez, Judge of the 17th Judicial District Court in and for the Parish of Terrebonne, State of Louisiana, dated February 28, 1958, a certified copy of which said order is hereunto annexed and made a part hereof;

AND, hereinafter referred to as VENDORS, declare that the said VENDORS do by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon, and deliver with all legal warranties and with full substitution and subroga-

STATE OF LOUISIANA  
PARISH OF TERREBOONE

173991

173991

The following lease was this day entered into by and between

PATTERSON TRUCK LINE, INC., a corporation organized under and by virtue of the laws of the State of Louisiana, and herein represented by Mrs. Ruth C. Patterson, its President, who acts herein under and by virtue of a resolution of the Board of Directors of said corporation, duly adopted at a meeting of said Board held at its domicile on January 8, 1958, a certified copy of which resolution is hereto attached and made a part hereof, and hereinafter referred to as LESSOR, and

DELTA IRON WORKS, INC., a corporation organized under and by virtue of the laws of the State of Louisiana, with its domicile in the Parish of Terrebonne, Louisiana, and herein represented by E. H. Newman, its President, under and by virtue of a resolution of the Board of Directors of said corporation, duly adopted at a meeting of said Board held at its domicile on December 20, 1957, a certified copy of which is hereto attached, hereinafter referred to as LESSEE.

WITNESSETH:

Lessor has leased and does by these presents hereby let, lease and hire, for the consideration and on the terms and conditions hereinafter stipulated, to and unto Lessee, the following described property, to-wit:

A servitude or right of way measuring thirty (30) feet in width extending from Louisiana Highway No. 661 to the property of A. St. Martin Company, Ltd., over and across property described under Caption B in the lease of December 5, 1955 between Mrs. Elsie T. Dupont, Tutrix, and Patterson Truck Lines, Inc., said right of way being designated as "Shell Road" parallel to and about one hundred (100) feet North of Bayou LaCarpe as delineated on a "Map Showing Location of Various Roads and Survey for New Highway Near and Across Lands Belonging to Mrs. Julie Dupont, Leopold Blum, et als, and Jasper K. Wright, et als" made by T. Baker Smith, C. E., dated December 26, 1956, of record in the Clerk's Office, Parish of Terrebonne, Louisiana.

This lease is for a period of three (3) years beginning January 1, 1958 and ending January 1, 1961.

As a consideration for the lease herein granted, Lessee obligates itself to grade, shell and maintain said right of way during the period of the lease herein granted or any renewal thereof.

As a further consideration of this lease, Lessee shall have an option to renew same for a period of fourteen (14) months beginning January 1, 1961, under the same terms and conditions, upon giving a 30 day written notice to Lessor prior to January 1, 1961 of its intention to renew, and provided Lessor has said property under lease from the heirs of Julius Dupont at the time said option to renew is exercised.

The right of way herein leased shall be used only by the Lessor and Lessee herein, and the following subsidiary companies of Lessor and Lessee, namely:

Patterson & Edmonson Const. Co., Inc.	Delta Supply Company, Inc.
Patterson Marine & Equipment Co., Inc.	Delta Mud & Chemical Co., Inc.
Patterson Mud & Chemical Co., Inc.	Gem Oil Tool Company, Inc.
Patterson Pile Driving Co., Inc.	Hub Oil Tool Company, Inc.
Patterson Truck Line, Inc.	
Patterson Realty Co., Inc.	
B & B Pile Driving Co., Inc.	
C. R. Patterson Ins. Agency, Inc.	

IN FAITH WHEREOF, the parties and witnesses have signed these presents on the 14 day of January, A. D., 1958, in the Parish of Terrebonne, Louisiana, after a due reading of the whole.

WITNESSES:

Arthur E. Lee  
Hubert W. ...

PATTERSON TRUCK LINE, INC.

BY Mrs. Ruth C. Patterson  
Mrs. Ruth C. Patterson,  
President

...  
...

DELTA IRON WORKS, INC.

BY E. H. Newman  
E. H. Newman, President

STATE OF LOUISIANA  
PARISH OF TERREBONNE

BEFORE ME, the undersigned authority, personally came and appeared MRS. RUTH C. PATTERSON, who, upon oath, did depose and say:

That she is the President of Patterson Truck Line, Inc., Lessor in the above and foregoing lease and that she signed said lease on behalf of said corporation of her own free will.

Mrs. Ruth C. Patterson  
Mrs. Ruth C. Patterson

SWORN TO AND SUBSCRIBED BEFORE ME  
this 9 day of January, 1958.

...  
NOTARY PUBLIC

STATE OF LOUISIANA  
PARISH OF TERREBONNE

BEFORE ME, the undersigned authority, personally came and appeared E. H. NEWMAN, who, upon oath, did depose and say:

That he is the president of Delta Iron Works, Inc., Lessee in the foregoing lease and that the said lease was signed by him in behalf of said corporation of his own free will.

E. H. Newman  
E. H. Newman

SWORN TO AND SUBSCRIBED BEFORE ME  
this 9 day of January, 1958.

...  
NOTARY PUBLIC

RESOLUTION

"NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of Delta Iron Works, Inc., that E. H. Newman, President of said Corporation, be and he hereby is, authorized and fully empowered to enter into an agreement with Patterson Truck Line, Inc. relative to securing for said Delta Iron Works, Inc. and/or its affiliated companies, a servitude or right-of-way through property leased by said Patterson Truck Line, Inc., under such terms and conditions as said E.H. Newman, in his discretion, may reach in an agreement; and

BE IT FURTHER RESOLVED, that said E.H. Newman, acting in his said capacity, be further authorized to sign such agreement for the Corporation, and to do and perform any and all acts necessary to successfully conclude the entire matter."

"I hereby certify that the foregoing is a true and accurate copy of resolution adopted at a regular meeting of the Board of Directors of Delta Iron Works, Inc., held at the domicile of the Corp. December 20th, A.D. 1957."

Lloyd Leblanc  
Lloyd Leblanc, Secretary

EXCERPTS OF THE MINUTES OF THE  
SPECIAL MEETING OF THE BOARD OF DIRECTORS OF  
PATTERSON TRUCK LINE, INC.

HELD JANUARY 8, 1958

AT 10:00 A. M.  
AT HOUMA, LOUISIANA

RESOLVED THAT, Mrs. Ruth G. Patterson, President of this corporation, be and she is hereby authorized to execute for and on behalf of said corporation a Right-of-Way lease to Delta Iron Works, Inc., for a period of three (3) years beginning January 1, 1958 and ending January 1, 1961 with an option to renew same for a period of fourteen (14) months beginning January 1, 1961 under the same terms and conditions, upon giving a 30 day written notice of their intent to renew said lease, provided Lessor has said property under lease from the heirs of Julius Dupont at the time said option to renew is exercised. As a further consideration Lessee obligates itself to grade, shell and maintain said right of way during the period of the lease herein granted or any renewal thereof.

CERTIFICATE OF SECRETARY

I, Arthur E. Lee, Secretary of Patterson Truck Line, Inc., do hereby certify the above and foregoing to be a true copy of excerpts of the minutes of the special meeting of the Board of Directors of Patterson Truck Line, Inc., held January 8, 1958, at 10:00 A.M., Houma, Louisiana, wherein a quorum of the Directors were present.

*Arthur E. Lee*  
Arthur E. Lee, Secretary

FILED FOR RECORD

1958 JAN 11 AM 8:55  
*James D. Clark*  
CLERK OF COURT  
PARISH OF  
TERREBONNE, LA.

173992

STATE OF LOUISIANA  
PARISH OF TERREBONNE

173992

BE IT KNOWN that on this 10th day of January in the year of our Lord nineteen hundred and Fifty-Eight

BEFORE ME, EVELYN DAZET

a Notary Public, duly commissioned and qualified to and for the Parish of Terrebonne, State of Louisiana, and in the presence of Ernestine D. Rhodes and Bobbie C. Aucoin lawful witnesses residing in said Parish,

PERSONALLY CAME AND APPEARED: MISS MARY E. IL SUNDHEIM, single and a resident of the Parish of Terrebonne, Louisiana;



No. 173,773  
Special Mortgage  
DELTA IRON WORKS, INC.

STATE OF LOUISIANA  
PARISH OF TERREBONNE

\*\*\*\*\* who presented to me these acts  
on this 6th day of January, in the year of  
our Lord nineteen hundred and fifty-eight,

BEFORE ME, EDWARD WRIGHT, Notary Public, duly commissioned  
and qualified in and for the Parish of Terrebonne, State of Louisiana and in the presence  
of Vivian S. Snyder and Estelle Savois lawful witnesses residing in said Parish,

PERSONALLY CAME AND APPEARED:

DELTA IRON WORKS, INC., a corporation organized under and by virtue of the laws  
of the State of Louisiana, domiciled and doing business in the Parish of Terrebonne, said  
State, and herein represented by E. H. Newman, President, who acts herein under and by vir-  
tue of a resolution adopted by the Board of Directors of said corporation at a meeting held  
on the 1st day of January, 1958, a certified copy of which resolution is hereto attached and made a part  
hereof, (hereinafter referred to as mortgagor and as a person of the masculine gender, whether  
one or more) who declared and acknowledged said mortgagor to be justly and truly indebted  
to and unto

BANK OF TERREBONNE AND TRUST COMPANY, a corporation organized under and by virtue  
of the banking laws of the State of Louisiana, domiciled and doing business in the Parish  
of Terrebonne, said state, and herein represented by a proper officer thereof,  
as mortgagee and as a person of the masculine gender, whether one or  
more, in the full sum of ONE HUNDRED THIRTY THOUSAND AND NO/100 (\$130,000.00) Dollars in  
lawful money of the United States of America, in representation of which indebtedness the said  
mortgagor has made and subscribed his own promissory note, made to his own order  
by himself, endorsed in blank, made due and payable ONE MONTH after date at the office of  
Bank of Terrebonne and Trust Company, Houma, Louisiana, and conditioned to bear interest  
at the rate of six (6%) per cent per annum, from date, until full and final payment; it is  
agreed and understood by and between the parties herein that at the maturity of the note  
herein given, an extension of another month will be granted the maker hereof, provided he pays  
the accrued interest and twenty-six hundred (\$2600.00) Dollars, to be applied to the prin-  
cipal of said note; that upon like payments every month thereafter so applied, like extensions  
from month to month will be granted until said note has been paid and discharged in full in  
said manner; which said note having been duly paraphrased "Ne Varietur" by me, said Officer,  
for identification herewith, was delivered to the mortgagee, who acknowledged receipt thereof.

In the event said note is placed in the hands of an attorney at law for collection  
by suit or otherwise, the said mortgagor binds himself to pay the fees of said attorney at  
the rate of fifteen per cent of the amount placed in said attorney's hands.

In order to secure the full payment of the said note in principal and interest,  
as well as the attorney's fees aforesaid, and all costs, charges and expenses, if any there  
be, the said mortgagor does by these presents specially mortgage and hypothecate and the  
certain laws of Louisiana and under the pact de non alienando, unto and in favor of the  
said mortgagee or of any future holder or holders of the said note until the full and final  
payment thereof in principal and interest, as well as attorney's fees, costs, charges and  
expenses aforesaid, if any there be, the following described property, to wit:

A certain pasture lot of ground, situated in the Parish of  
Terrebonne, Louisiana, at about 1/2 mile below the City of  
Houma, measuring a front of one arpent and twenty feet, more  
or less, on the right descending bank of said Bayou and the Pub-  
lic Highway, bounded above by the property belonging to Arthur  
Luplant, and below by the property belonging to Ernest  
Bouville, and on the right by Bayou Terrebonne, and in the  
front or South of the Bayou Terrebonne Highway; together with  
all the buildings and improvements thereon, and all rights,  
privileges and servitudes thereunto belonging or in any-  
wise appertaining.

Being the same property acquired by Delta Iron Works, Inc. from  
E. H. Newman and Noltan A. Rounsby on May 11, 1949, by act on  
file in the Clerk's Office, Parish of Terrebonne, Louisiana,  
duly recorded in C. O. B. 167, folio 54.

(2) "A certain tract of land situated in the Parish of Terrebonne,  
State of Louisiana, on the right descending bank of Bayou Ter-  
rebonne, but not bordering thereon, comprising and better known  
and designated as LOTS FIVE (5), SIX (6), SEVEN (7) and EIGHT  
(8) of BLOCK NO. 42 of CHARLES SUBDIVISION, as shown on a plan  
of survey made by I. Baker Smith, C. E., on April 13, 1948, of  
record in C. O. B. 161, folio 504, of Terrebonne Parish; each of  
said lot measuring fifty-five (55') feet front on the East side  
of Howard Avenue by depth of 86.5 feet between parallel lines;  
together with all the improvements thereon, and all rights, ways,  
privileges and servitudes thereunto belonging or in anywise  
appertaining."

Being the same property acquired by Delta Iron Works, Inc.  
from Everett H. Newman on January 31, 1956, by act on file and  
of record in the Clerk's Office, Parish of Terrebonne, Louisiana.  
See C. O. B. 226, folio 179.

(3) "A certain tract of land, situated in the Parish of Terrebonne,  
State of Louisiana, being a part of the Crescent Plantation, add  
designated as Lot D of the Subdivision of Lot 198 of the Crescent

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restrictive covenants are contained in the sale above mentioned from Gustave A. Lapeyrouse et ux to George Oliver Bursavich.

The parties dispense with the Certificate of Mortgages required by law, and concurtise me, undersigned officer, from any responsibility therefor.

IN FAITH WHEREOF, the parties, witnesses and I, said Notary, have signed these presents at my office in the City of Houma, Parish of Terrebonne, Louisiana, on the day and date first above written, after a due reading of the whole.

WITNESSES:

Eustace B. Gledhill  
Bethie C. Aueria

THEODORE C. CAY  
ANNE BERRY COX

Baron B. Bourc  
Notary Public

FILED FOR RECORD

1958 JAN 4 AM 11:03

CLERK OF COURT  
PARISH OF  
TERREBONNE, LA.

I hereby certify that all taxes due on the property herein conveyed have been fully paid and discharged.



Paul H. Hines  
Tertiary Tax Collector, Terrebonne Parish, Louisiana

City Clerk, City of Houma, La.

Recorded 1958 JAN 4 AM 11:03  
Baron B. Bourc

STATE OF LOUISIANA  
PARISH OF TERREBONNE

173717

BE IT KNOWN that on this 3rd day of January in the year of our Lord nineteen hundred and fifty-eight,

BEFORE ME, ELWARD WRIGHT,

a Notary Public, duly commissioned and qualified in and for the Parish of Terrebonne, State of Louisiana, and in the presence of Vivian S. Snyder and Estelle Savole lawful witnesses residing in said Parish,

PERSONALLY CAME AND APPEARED:

DELTA SUPPLY COMPANY, INC., a domestic corporation, domiciled in the Parish of Terrebonne, State of Louisiana, herein represented by its Vice-President, William D. Leathers, duly authorized and empowered to act herein by virtue of a resolution of the Board of Directors of said corporation, certified copy of which said resolution is attached hereto and made a part hereof,

(hereinafter referred to as vendor and as a person of the masculine gender, whether one or more) who declared that he had said, and by these presents he does sell, cede, transfer, convey, abandon and deliver with all the legal warranties, and with full substitution and subrogation to all his rights and actions in warranty against all preceding owners and vendors to and unto

DELTA TRON WORKS, INC., a domestic corporation, domiciled in the Parish of Terrebonne, State of Louisiana, herein represented by its President, Everett E. Newman, duly authorized and empowered to act herein by virtue of a

resolution of the Board of Directors of said corporation, certified copy of which resolution is hereto attached and made a part hereof,

hereinafter referred to as purchaser and as a person of the masculine gender, whether one or more) have present, accepting and purchasing for himself, his heirs, successors or assigns, and acknowledging due delivery and possession thereof, the following described property, to-wit:

A certain tract of ground situated on the right bank of Bayou Terrebonne, in the Parish of Terrebonne, State of Louisiana, and more specifically described as the Northeast portion of Lot D of the Subdivision of Lot 198 of Crescent Plantation, measured as follows: beginning at the stake on the northeast corner of Lot D, as shown on a plan of said subdivision made by Joseph Villavaso in April, 1925, and proceeding S 56 degrees West for approximately 304.25 feet, thence at right angle for 100.0 ft. thence at right angle for 253.66 feet, more or less, thence turning South 7 degrees 30 minutes East back to the point of beginning; together with all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, all in accordance with a plat entitled Plat "A" attached to a sale of this property from Delta Iron Works, Inc. to Delta Supply Company, Inc. under date of October 5, 1957.

For title, see C. B. 227, folio 81, and Act of Sale from Delta Iron Works, Inc. to Delta Supply Company, Inc. dated October 5, 1957, on file and of record in the Clerk's Office, Parish of Terrebonne, Louisiana.

This sale and transfer is made and accepted for and in consideration of the price and sum of FIVE THOUSAND AND NO/100 (\$5,000.00) ----- Dollars, lawful United States Currency, paid cash by the purchaser to the vendor who hereby grants full and final acquittance, receipt and discharge thereof.

Documentary stamps in the amount of \$5.50 are hereto attached and cancelled in accordance with law.

All taxes on the herein conveyed property have been paid and taxes for the current year 1958 are assumed by the purchaser.

The parties dispense with the Certificate of Mortgage required by law, and exonerate me, undersigned officer, from any responsibility therefor.

IN FAITH WHEREOF, the parties, witnesses and I, said Notary, have signed these presents at my office in the City of Houma, Parish of Terrebonne, Louisiana, on the day and date first above written, after a due reading of the whole.

#### WITNESSES:

*Vivian S. Snyder*  
Vivian S. Snyder  
*Estelle Savoie*  
Estelle Savoie

DELTA SUPPLY COMPANY, INC.

*William D. Leathers*  
BY *William D. Leathers*  
William D. Leathers  
DELTA IRON WORKS, INC.

*Edward Wright*  
BY *Edward Wright*  
Edward Wright  
NOTARY PUBLIC



#### RESOLUTION

"NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of Delta Supply Company, Inc., that W. D. Leathers, Vice-President of said Corporation, be and he hereby is, authorized and empowered to offer for sale to Delta Iron Works, Inc. the tract of land purchased from said Delta Iron Works, Inc. under act of sale dated October 5th, 1957, at the same price originally paid for said tract; and

173717  
 BE IT FURTHER RESOLVED, that said W.D. Leathers, acting in his said capacity, be further authorized and fully empowered to sign such act of transfer and sale for the Corporation, and to do and perform any and all acts required to successfully conclude the transaction.

"I hereby certify that the foregoing is a true and accurate copy of resolution adopted at a regular meeting of the Board of Directors of Delta Supply Company, Inc. held at the domicile of the Corp. on December 20th, A.D. 1957."

*Lloyd LeBlanc*  
 Lloyd LeBlanc, Secretary to the Board

#### R E S O L U T I O N

"NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of Delta Iron Works, Inc., that E. H. Newman, President of said Delta Iron Works, Inc., be and he hereby is, authorized and empowered to purchase from Delta Supply Co., Inc. a certain tract of land, situated in the Parish of Terrebonne, Louisiana, on the right descending bank of Bayou Terrebonne, and more fully described in one certain act of sale dated October 5th, 1957, from Delta Iron Works, Inc. to Delta Supply Company, Inc.; and the effect of this resolution is to authorize the repurchase of the same land under the same terms and conditions, and for the same consideration as the original sale; and

BE IT FURTHER RESOLVED, that said E.H. Newman, acting in his said capacity, is further authorized and fully empowered to sign for the Corporation in effecting said transfer, and to do and perform any and all acts necessary to properly conclude the entire transaction."

"I hereby certify that the foregoing is a true and accurate copy of resolution adopted at a regular meeting of the Board of Directors of Delta Iron Works, Inc. held at the domicile of the Corp. on the 20th day of December, A.D. 1957."

*Lloyd LeBlanc*  
 Lloyd LeBlanc, Secretary to the Board

FILED FOR RECORD  
 1958 JAN - 4 AM 11:30

CLERK OF COURT  
 PARISH OF  
 TERREBONNE, LA.

Recorded

173725

#### ASSIGNMENT OF OVERRIDING ROYALTY

WHEREAS, H. W. KLEIN, husband of Florence Klein, is the owner of an overriding royalty interest pertaining to and affecting the oil and gas leases described in Exhibit "A", attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, H. W. Klein does hereby assign, transfer and set over unto G. H. VAUGHN, JR..

above by lands of Dennis Roger, and below by lands of F. P. Guidry et als, and being in Section 36, T-17-S, R-18-E; together with all the buildings and improvements thereon, as well as all rights, ways, privileges and servitudes and advantages, thereunto belonging or in anywise appertaining."

Being the same property acquired by Vendor herein by Act of Sale executed before H. Minor Pipes, Notary Public, July 20, 1957 and duly recorded in the Conveyance Records of Terrebonne Parish, Louisiana.

This sale and transfer is made and accepted in and in consideration of the price and sum of -----Fifteen thousand and no/100 -----(\$15,000.00) -- Dollars, lawful United States Currency, paid cash by the purchaser to the vendor who hereby grants full and final acquittance, receipt and discharge thereof.

Taxes for the year 1956 are declared paid; those for the year 1957 are assumed by the purchaser.

The parties dispense with the Certificate of Mortgages required by law, and exonerate me, undersigned officer, from any responsibility therefor.

IN FAITH WHEREOF, the parties, witnesses and I, said Notary, have signed these presents at my office in the City of Houma, Parish of Terrebonne, Louisiana, on the day and date first above written, after a due reading of the whole.

WITNESSES:

*Marjorie Kelley*  
Marjorie Kelley

*August J. Brcaux, Jr.*  
August J. Brcaux, Jr.

*Carroll D. McKey*  
Carroll D. McKey

*Ray Guidry*  
Ray Guidry



*H. Minor Pipes*  
H. Minor Pipes, Notary Public

*John R. Moultrie*

# SALE WITH PARTIAL RELEASE OF MORTGAGE

STATE OF LOUISIANA  
PARISH OF TERREBORNE

170797

BE IT KNOWN that on this 8th day of October in the year of our Lord nineteen hundred and Fifty-seven

BEFORE ME, LEONARD ORKENBURG

a Notary Public, duly commissioned and qualified in and for the Parish of Terrebonne, State of Louisiana, and in the presence of Lloyd LeBlanc and Georgia M. Connely, lawful witnesses residing in said Parish,

## PERSONALLY CAME AND APPEARED:

DELTA IRON WORKS, INC., a domestic corporation, domiciled in the Parish of Terrebonne, State of Louisiana, herein represented by its president, EVERETT M. NEWMAN, duly authorized and empowered to act herein by virtue of a Resolution of the Board of Directors of said corporation, certified copy of which said Resolution is attached hereto and made part hereof.

(hereinafter referred to as vendor and as a person of the masculine gender, whether one or more) who declared that he had sold, and by these presents he does sell, cede, transfer, convey, abandon and deliver with all the legal warranties, and with full substitution and subrogation to all his rights and actions in warranty against all preceding owners and vendors to and unto

DELTA SUPPLY COMPANY, INC., a domestic corporation, domiciled in the Parish of Terrebonne, State of Louisiana, herein represented by its vice-president, WILLIAM D. LEATHERS, duly authorized and empowered to act herein by virtue of a Resolution of the Board of Directors of said corporation, certified copy of which said Resolution is attached hereto and made part hereof,

(hereinafter referred to as purchaser and as a person of the masculine gender, whether one or more) have present, accepting and purchasing for himself, his heirs, successors or assigns, and acknowledging due delivery and possession thereof, the following described property, to-wit:

"A certain tract of ground, situated on the right bank of Bayou Terrebonne, in the Parish of Terrebonne, State of Louisiana, and more specifically described as the northeast portion of Lot D of the Subdivision of Lot 198 of Crescent Plantation, measured as follows: beginning at the stake on the northeast corner of Lot D, as shown on a plan of said subdivision made by Joseph Villavaso in April, 1925, and proceeding S 55 degrees West for approximately 304.25 feet, thence at right angle for 100.0 ft. thence at right angle for 253.66 feet, more or less, thence turning South 7 degrees 30 minutes East back to the point of beginning, together with all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining." All in accordance with a plat entitled Plat "A", attached hereto and made part hereof. (Being a portion of the same property acquired by Delta Iron Works, Inc. from Louis Head on February 29, 1956, by act executed before Claude Ellender, Notary Public, and recorded in the Clerk's Office, Terrebonne Parish, in C.O.B. 227, folio 81, Entry No. 150,236.)

and now comes and intervenes THE BANK OF TERREBONNE AND TRUST COMPANY, through its duly authorized and undersigned officer, who declared to me, Notary, that the said Bank is the owner and holder of:

One certain promissory note, dated March 31, 1956, in the principal amount of Sixty Thousand and No/100 (\$60,000.00) Dollars, signed by Delta Iron Works, Inc. by its president, E. H. Newman, drawn on its own order and by itself endorsed in blank, made due and payable one month after date at the office of the Bank of Terrebonne and Trust Co., Houma, La., and conditioned to bear interest at the rate of five per cent (5%) per annum from date until paid, and containing a proviso for the monthly extension of such note upon payment by the maker of all accrued interest and Two Thousand Five Hundred and No/100 (\$2,500.00) Dollars per month,

which said note is identified by the Notarial Paraph of Claude Ellender, Notary Public of the Parish of Terrebonne, with an Act of Mortgage executed before him on March 31, 1956, and which is duly recorded in the Records of Terrebonne Parish in Mortgage Book 138, folio 480; and that for good and valuable consideration, the said Bank of Terrebonne and Trust Company does hereby release from the effect of said mortgage, only and solely the property hereinabove described, and it does hereby authorize and direct R.A. Bazet, Clerk of Court and ex officio recorder of mortgages for the Parish of Terrebonne, to erase and cancel from his mortgage records said mortgage insofar as it affects the property hereinabove described, and no further; said mortgage, however, to remain in all other respects in full force and effect on the remainder of the property described in said Act of Mortgage dated March 31, 1956; and the said Bank of Terrebonne and Trust Company having presented to me the


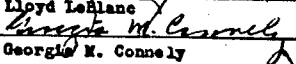
note hereinabove described, I, said Notary, paraphrased said note "No Varietur" to identify it with this ACT OF PARTIAL RELEASE, and returned it to the said Bank of Terrebonne and Trust Company who hereby acknowledges receipt thereof.

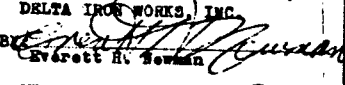
This sale and transfer is made and accepted for and in consideration of the price and sum of FIVE THOUSAND and No/100 (\$5,000.00) Dollars, lawful United States Currency, paid cash by the purchaser to the vendor who hereby grants full and final acquittance, receipt and discharge therefor.

U. S. Internal Revenue Documentary Tax Stamps in the amount of \$5.50 are affixed hereto and duly cancelled in accordance with law.

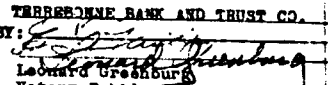
The parties dispense with the Certificate of Mortgages required by law, and exonerate me, undersigned officer, from any responsibility therefor.

IN FAITH WHEREOF, the parties, witnesses and I, said Notary, have signed these presents at my office in the City of Houma, Parish of Terrebonne, Louisiana, on the day and date first above written, after a due reading of the whole.

WITNESSES  
  
 Lloyd LeBlanc  
  
 George M. Connely

DELTA IRON WORKS, INC.  
 BY:   
 Everett H. Newman

DELTA SUPPLY COMPANY, INC.  
 BY:   
 William D. Leathers

TERREBONNE BANK AND TRUST CO.  
 BY:   
 Leonard Greenburg  
 Notary Public

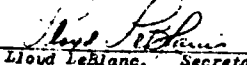


#### RESOLUTION

"...AND, THEREFORE, BE IT RESOLVED, by the Board of Directors of Delta Supply Company, Inc. that W. D. Leathers, Vice-President and General Manager of said Corporation, be and he hereby is, authorized and empowered to enter into negotiations with Delta Iron Works, Inc., with a view of purchasing from said Delta Iron Works, Inc. a certain tract of land upon which to erect and construct an office building and warehouse; and to exercise his discretion regarding that size of the tract, and the amount of money to be paid for it, in accordance with instructions given him by this body; and

BE IT FURTHER RESOLVED, that said W. D. Leathers, acting in his said capacity, be further authorized and empowered to sign such act of purchase as may be required, and to do and perform any and all acts necessary to properly effect the transaction to completion."

"I hereby certify that the foregoing is a true and accurate copy of resolution adopted by the Board of Directors of Delta Supply Company, Inc. at a regular meeting held at the domicile of the Corporation on the 26th day of July, A.D. 1957."

  
 Lloyd LeBlanc, Secretary

RESOLUTION

"NOW, THE 2<sup>ND</sup> OF OCTOBER, BE IT RESOLVED, by the Board of Directors of Delta Iron Works, Inc. that Everett H. Newman, President of said Corporation, be and he hereby is, authorized and empowered to sell, on behalf of the Corporation, a certain tract of ground comprised in Lot 19C of Crescent Plantation and more specifically described as the northwest corner of Lot D of said Lot 19B to Delta Supply Company, Inc. for the purpose of erecting an office and warehouse building, at a fixed price of Five Thousand and no/100 (\$5,000.00) Dollars; and

BE IT FURTHER RESOLVED, that said S. H. Newman, acting in his said capacity, be also authorized and empowered to execute such documents, and to do and perform any and all acts necessary to successfully conclude such transaction."

"I hereby certify that the foregoing is a true and accurate copy of resolution duly passed and adopted at a regular meeting of the Board of Directors held on the 23rd day of August, A.D. 1957, at the domicile of the Corporation."

*Lloyd LeBlanc*  
Lloyd LeBlanc, Secretary

*James R. Mc...*

Recorded 001-5  
10-57  
Lloyd LeBlanc

STATE OF LOUISIANA  
PARISH OF TERREBOUNE

170802

BE IT KNOWN that on this 4th day of October in the year of our Lord nineteen hundred and Fifty-Seven

BEFORE ME, HARRON B. BOURG

a Notary Public, duly commissioned and qualified in and for the Parish of Terrebonne, State of Louisiana, and in the presence of Ernestine B. Rhodes and Evelyn Baget

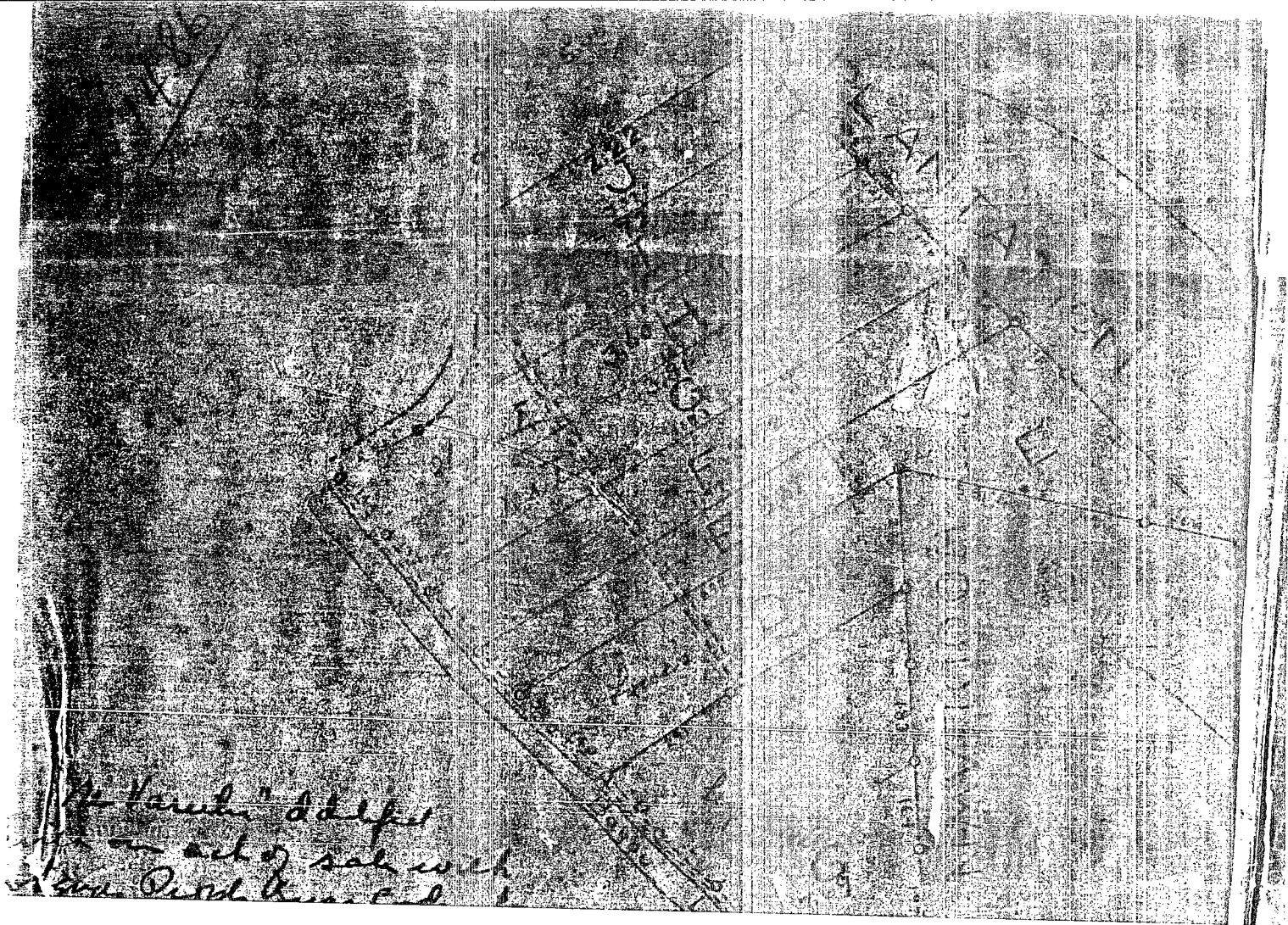
PERSONALLY CAME AND APPEARED: VICTOR E. KELLER, married to the former Molly Champagne, a resident of the Parish of Terrebonne, Louisiana,

(hereinafter referred to as vendor and as a person of the masculine gender, whether one or more) who declared that he had sold, and by these presents he does sell, cede, transfer, convey, abandon and deliver with all the legal warranties, and with full substitution and subrogation to all his rights and actions in warranty against all preceding owners and vendors to and unto SAM HATTAWAY, doing business as Sam Hattaway Barge Company, a resident of Parish of Terrebonne, Louisiana,



100

**D01171**



D01243



242-77

This sale and transfer is made and accepted for and in consideration of the price and sum of **FOURTEEN THOUSAND AND NO/100 (\$14,000.00)** Dollars, lawful United States Currency, paid cash by the purchaser to the vendor who hereby grants full and final acquittance, receipt and discharge therefor.

U. S. Internal Revenue Stamps in the amount of \$ 15.40 are affixed hereto and cancelled in accordance with law.

Taxes for the year 1956 have been paid and the purchaser herein assumes the payment of the 1957 taxes.

The parties dispense with the Certificate of Mortgage required by law, and exonerate me, undersigned officer, from any responsibility therefor.

IN FAITH WHEREOF, the parties, witnesses and I, said Notary, have signed these presents at my office in the City of Houma, Parish of Terrebonne, Louisiana, on the day and date first above written, after a due reading of the whole.

## FILED FOR RECORD

1957 MAY -7 PM 2:02

WITNESSES: W. J. Barry  
PARISH OF  
TERREBONNE, LA.Emile Charpentier  
Sue RicheyWilliam J. Barry  
WILLIAM J. BARRY  
Maurice J. Dupre  
MAURICE J. DUPREBaron E. Bourg  
BARON E. BOURG

Houma, La. 5-7-1957

I hereby certify that all taxes due on the property herein conveyed have been fully paid and discharged.

Arthur A. DeFrait  
Deputy Tax Collector, Terrebonne Parish, Louisiana

City Clerk, City of Houma, La.

# 165,317

STATE OF LOUISIANA

PARISH OF TERREBONNE

ACT OF EXCHANGE

BE IT KNOWN, That on this sixth (6th) day of May in the year of our Lord nineteen hundred and fifty-seven,

BEFORE ME, LEE P. LOTTINGER, JR., a Notary Public, duly commissioned and qualified, in and for the Parish of Terrebonne, State of Louisiana, and in the presence of Arthur A. DeFrait and Emile Charpentier, lawful witnesses residing in said Parish,

PERSONALLY CAME AND APPEARED

WATERWORKS DISTRICT NO. 1 of the Parish of Terrebonne, State of Louisiana, a public corporation and political subdivision organized under the laws of this state, with its domicile in the Parish of Terrebonne, Louisiana, herein represented by its President, Dr. Barry J. Barrodale, as per resolution of authority which is attached hereto and made a part hereof, hereinafter referred to as the "District", and

DELTA IRON WORKS, INC., a corporation organized under the laws of the State of Louisiana, with its domicile in the Parish of Terrebonne, State of Louisiana, herein represented by its President, E. H. Neumann, as per resolution of authority which is attached hereto and made a part hereof, hereinafter referred to as "Delta", who declared that they did, and do by these presents, make an exchange of property on the express terms and conditions hereinafter set forth, as follows, to-wit:

For and in consideration of the transfer to it as herein-after set forth, the said Delta does hereby grant, bargain, assign, set over, transfer and deliver with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which it has or may have against all preceding owners and vendors, unto District, the following described properties, situated in the Parish of Terrebonne, Louisiana, to-wit:

- (1) A certain unnumbered lot of ground in Charles Subdivision below the City of Houma, in Section 8, T. 17 S., R. 17 E., Parish of Terrebonne, Louisiana, as shown on a plan of survey made by T. Baker Smith, C. E., on April 13, 1948, duly recorded in C. O. B. 161, folio 504, Terrebonne Parish, said lot measuring a front of 86.5 feet on the South side of Louisiana State Highway No. 69, by depth to the property of Ruben A. Bergeron, being 195 feet, more or less, between parallel lines; bounded on the North by Louisiana State Highway No. 69, on the East by property of Estate Adam Bonvillain, on the South by Ruben A. Bergeron, and on the West by Howard Avenue; together with all the buildings and improvements thereon.

(Being the same property acquired by Delta Iron Works, Inc. from Howard Rhodes by act dated March 29th, 1956 and recorded in COB 228, folio 169 et seq., of the records of Terrebonne Parish, Louisiana.)

- (2) A lot of ground situated in Charles Subdivision below the City of Houma, in Section 8, T. 17 S., R. 17 E., in the Parish of Terrebonne, Louisiana, comprised in the unnumbered lot north of Block Two (2) of Charles Subdivision, as shown on the plan of survey made by T. Baker Smith, C. E., on April 13, 1948, duly recorded in COB 161 folio 504, Terrebonne Parish, measuring a width of forty (40) feet on the East side of Howard Avenue by depth of 86.5 feet; bounded on the north by property of Delta Iron Works, Inc., on the east by property of Est. Adam Bonvillain, on the south by property of Alvin L. Cunningham and on the west by Howard Avenue; together with all improvements thereon, and all rights, ways, privileges, prescriptions, and servitudes thereto belonging.

(Being the same property acquired by Delta Iron Works, Inc. from Alvin L. Cunningham by acts recorded in Entry No. 163999 and Entry No. 165280 of the Parish of Terrebonne, Louisiana.)

The two above mentioned lots are shown and designated on a "Plat of property on East Main Street and East side of Howard Avenue, Houma, Louisiana", made by Arthur A. DeFraithe, C. E., dated April 25th, 1957; the lot hereinabove firstly described being designated within the lines A-B, B-C, C-D and D-E, and the lot hereinabove secondly described being designated within the lines C-D, D-E, E-F and F-C of said plat; which said plat is attached hereto and made a part hereof. It is understood and agreed that Delta does further grant, transfer and assign all its rights and titles to that certain

strip of land situated between the center line of Main Street and the northern most boundary line of the property hereinabove firstly described, and which strip of land is the southern half of the right of way of Louisiana State Highway No. 69 (Main Street), Houma, Louisiana.

And now, for and in consideration of the transfer to it as aforesaid, District, does by these presents grant, bargain, assign, transfer, set over and deliver with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which it has or may have against all preceding owners and vendors, unto Delta, the following described property, to-wit:

A certain tract of land, situated in Section Forty-Seven (47), Township Seventeen (17) South, Range Seventeen (17) East, Terrebonne Parish, Louisiana, lying on the East, or left descending bank of the Bayou Lacarpe, and being bounded North by Section One Hundred and Four (104) of said Township and Range, East by Section Twelve (12) of said Township and Range, and South and West by the said Bayou Lacarpe; together with all rights, ways, privileges and servitudes thereto belonging or in any-wise appertaining; said tract containing nine (9) acres, more or less, as is shown and comprised within the lines connecting points "A", "B" and "C" on a plat made by Arthur A. Defraites, C. E., dated September 22nd, 1953, which is recorded in COB 201, folio 356 of the records of Terrebonne Parish, Louisiana; Less and Excepting therefrom that certain mineral reservation in favor of Miss Nellie Bond, et al, dated September 16, 1953, and recorded in COB 201, folio 357, Parish of Terrebonne, Louisiana.

(Being the same property acquired by Waterworks District No. 1 from Miss Nellie Bond et al by act dated September 16th, 1953 and recorded under Entry No. 124426, in COB 201, folio 357, of the records of Terrebonne Parish, Louisiana.)

As an additional consideration herein the said District has this day paid to and unto Delta the price and sum of Twenty-Five Thousand (\$25,000.00) Dollars in cash, receipt of which is hereby acknowledged by Delta and full discharge and acquittance is given therefor.

This exchange is made and mutually accepted by the parties hereto, it being agreed and understood that the properties exchanged are equal in value, each being of the value of Fifty Thousand (\$50,000.00) Dollars.

The District agrees that, as part of the consideration herein, Delta shall have the privilege of occupying the office situated on the property hereinabove firstly described for a period of six (6) months from the date hereof, and that Delta shall have the privilege of occupying the warehouse situated on said property for a period of three (3) months from the date hereof, however, at the termination of said periods, peaceful possession shall be surrendered to District. The unimproved portion of the property hereinabove firstly described shall be immediately surrendered to District. Delta agrees that it will keep the premises occupied by it in a good condition of repair and maintenance, and that no damage will be caused same while occupied by Delta.

TO HAVE AND TO HOLD the said respective properties, the one to the other, their heirs and assigns, free from any lien, mortgage or encumbrance whatever.

All taxes assessed against said property have been fully paid and discharged as is evidenced by the tax certificate which is attached hereto and made a part hereof.

U. S. Internal Revenue Stamps to the value of \$110.00 have been attached hereto and cancelled in accordance with law.

IN FAITH WHEREOF, the parties, witnesses and I, said Notary, have signed these presents at my office in the City of Houma, Parish of Terrebonne, Louisiana, on the day and date first above written, after a due reading of the whole.

## WITNESSES:

Arthur A. Goffette  
Arthur A. Goffette  
Emile Charpentier  
Emile Charpentier

WATERWORKS DISTRICT NO. 1

By: Dr. Barry J. Barrodale  
Dr. Barry J. Barrodale,  
President

DELTA IRON WORKS, INC.

By: E. H. Hermann  
E. H. Hermann, President



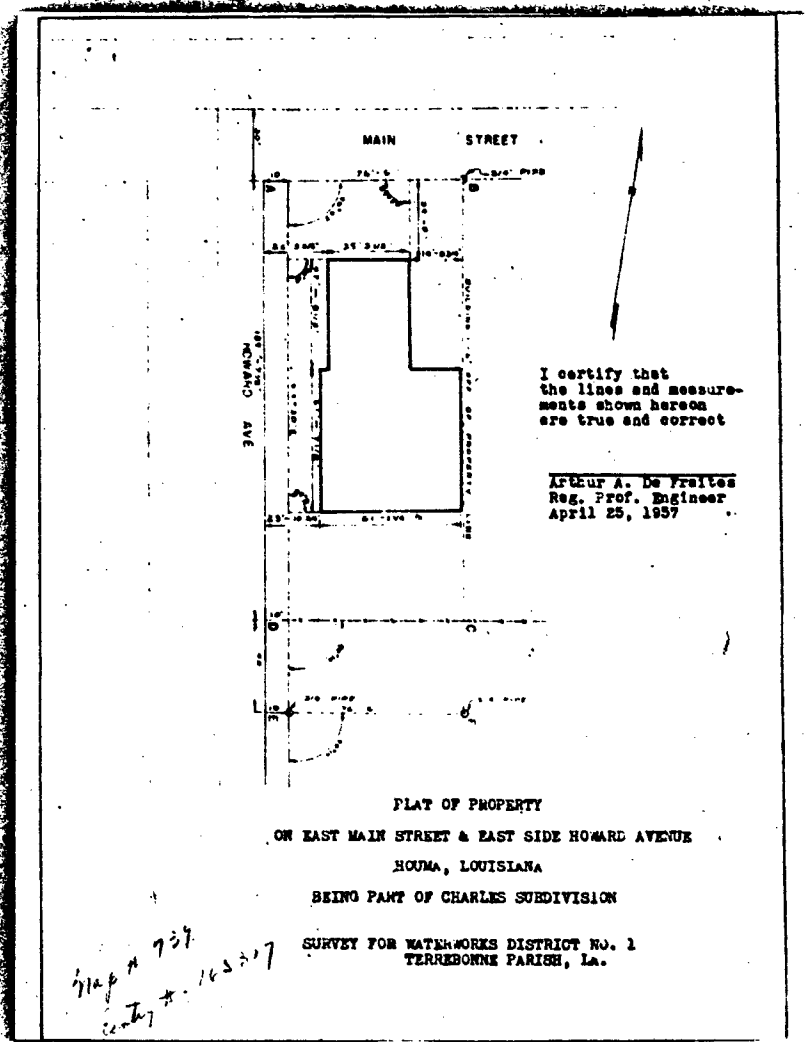
Lee P. Lettinger, Jr.  
NOTARY PUBLIC



Houma, Louisiana, May 6th, 1957

I hereby certify that all taxes due on the properties herein transferred have been fully paid and discharged.

Harold O. Caspary  
Deputy Tax Collector, Terrebonne  
Parish, Louisiana



*Resubmitted for filing  
Resubmitted for filing  
D. A. De Freitas*



## RESOLUTION

Upon motion by Mr. Charles Collins, seconded by Mr. Armand Perche and unanimously adopted, it was

RESOLVED that Waterworks District No. 1 of the Parish of Terrebonne, State of Louisiana, enter into an Act of Exchange with Delta Iron Works, Inc. under which Delta Iron Works, Inc. will transfer to the Waterworks District two (2) lots of ground situated at the corner of Main Street and Howard Avenue, Houma, Louisiana, and in return for which Waterworks District No. 1 will transfer to Delta Iron Works, Inc. its property situated on Bayou LaCarpe in Section 47, T 17 S, R 17 E, plus the sum of \$25,000.00 cash; all in accordance with and upon the same terms and conditions as set forth in the said Act of Exchange which is hereby approved and adopted, and is attached hereto and made a part hereof; and

RESOLVED FURTHER that the President be and he is hereby instructed, authorized and directed to sign and execute said Act of Exchange for and on behalf of the Waterworks District and, generally, to do and perform any and all acts which may be necessary in the premises.

## CERTIFICATE

I, Logan Babin, Secretary of the Board of Commissioners of Waterworks District No. 1 of the Parish of Terrebonne, Louisiana, do hereby certify that the above is a true and correct copy of a resolution unanimously adopted at a meeting of said Board held on May 6th, 1957, at which meeting a quorum of the members of said Board were present and voted; that said resolution has been spread upon the minute books of the Waterworks District and is now in full force and effect.

Witness my hand and the corporate seal this 6th day of May, 1957.

*Logan Babin*  
Secretary

## RESOLUTION

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_ and unanimously adopted, it was

RESOLVED that Delta Iron Works, Inc., enter into an Act of Exchange with Waterworks District No. 1 of the Parish of Terrebonne, Louisiana, under which the corporation will transfer to the Waterworks District two (2) lots of ground situated at the corner of Main Street and Howard Avenue, Houma, Louisiana, and in return for which Waterworks District No. 1 will transfer to the corporation its property situated on Bayou LaCarpe in Section 47, T 17 S, R 17 E, plus the sum of \$25,000.00 cash; all in accordance with and upon the same terms and conditions as set forth in the said Act of Exchange which is hereby approved and adopted, and is attached hereto and made a part hereof; and

RESOLVED FURTHER that the President be and he is hereby instructed, authorized and directed to sign and execute said Act of Exchange for and on behalf of the corporation and, generally, to do and perform any and all acts which may be necessary in the premises.

#### CERTIFICATE

I, Lloyd LeBlanc, Secretary of the Board of Directors of Delta Iron Works, Inc., do hereby certify that the above is a true and correct copy of a resolution unanimously adopted at a meeting of said Board held on May 6th, 1957, at which meeting a quorum of the members of said Board were present and voted; that said resolution has been spread upon the minute books of the corporation, and is now in full force and effect.

Witness my hand and the corporate seal this 6th day of May, 1957.

FILED FOR RECORD  
MAY 7 1957  
PARISH OF TERREBONNE, LA.

Secretary

SALE

#### STATE OF LOUISIANA PARISH OF TERREBONNE

BE IT KNOWN that on this 7th day of May in the year of our Lord nineteen hundred and Fifty-Seven

BEFORE ME, EVELYN B. ZET

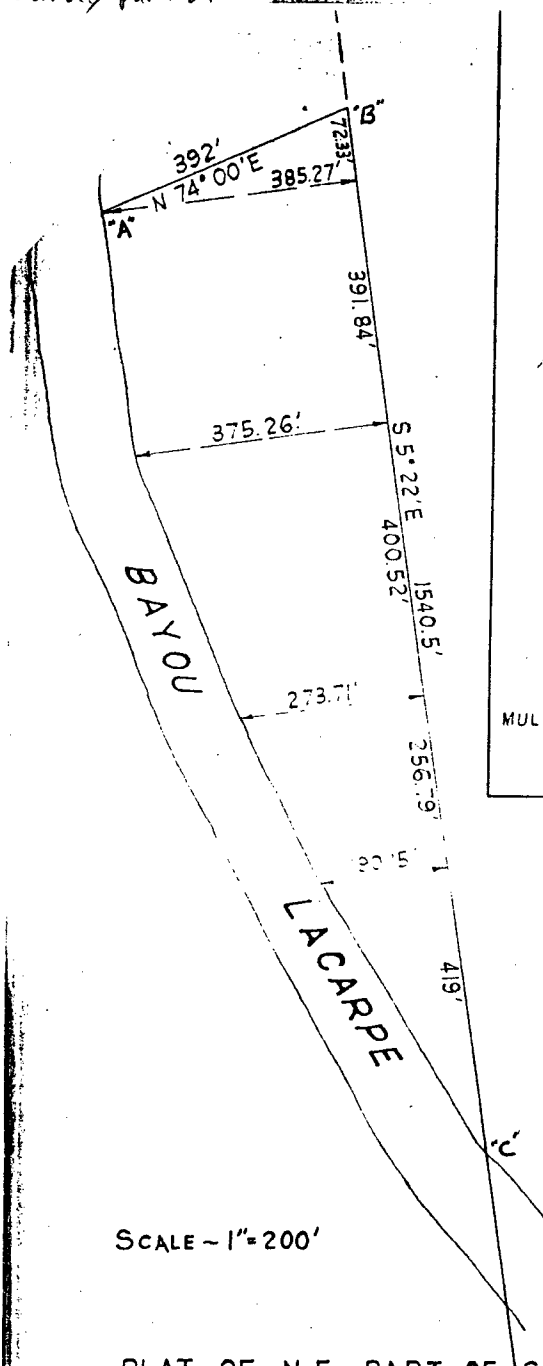
a Notary Public, duly commissioned and qualified to act in the Parish of Terrebonne, State of Louisiana, and in the presence of Ernestine B. Rhodes and [unclear] lawful witnesses residing in said Parish,

PERSONALLY CAME AND APPEARED: OTIS J. BOURG, Sr., married to the former Miss Juanita Beaire appearing herein individually and as Administrator of the estates of Otis J. Bourg, Jr. and Juanita Catherine Bourg; and MARION B. BOURG, married to the former Miss Charlotte Carroll; both parties are residents of the Parish of Terrebonne, Louisiana;

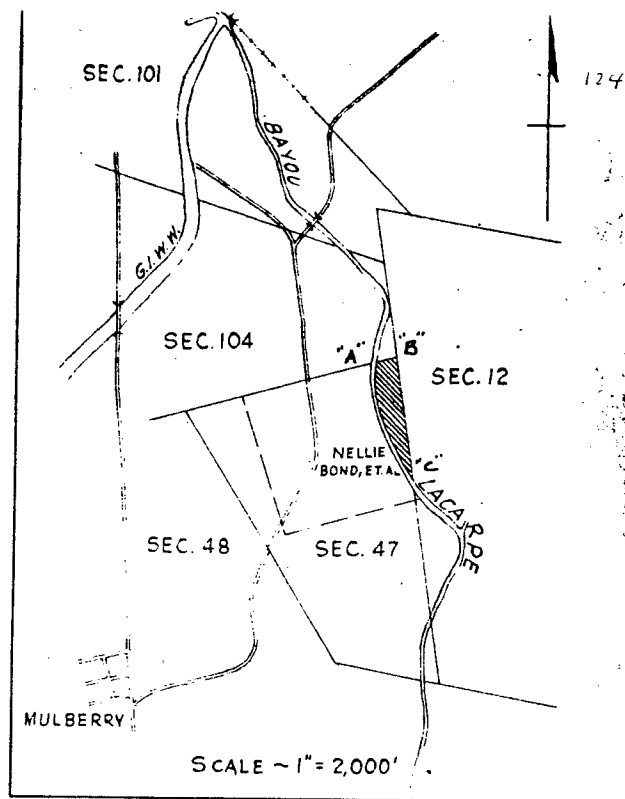
(hereinafter referred to as vendor and as a person of the masculine gender, whether one or more) who declared that he had sold, and by these presents he does sell, cede, transfer, convey, abandon and deliver with all the legal warranties, and with full substitution and subrogation to all his rights and actions in warranty against all preceding owners and vendors to and unto DALTON LONING, married to the former Miss Orvina Scott with whom he resides in the Parish of Terrebonne, Louisiana;

(hereinafter referred to as purchaser and as a person of the masculine gender, whether one or more) have present, accepting and purchasing for himself, his heirs, successors or assigns, and acknowledging due delivery and possession thereof, the following described property, to-wit:

Survey part of 124486 N.D.D.



SCALE ~ 1" = 200'



PLAT OF N.E. PART OF SECTION 47, T-17-S, R-17-E  
EAST OF BAYOU LACARPE  
TERREBONNE PARISH, LA.

Showing Property Acquired By: Waterworks District No. 1  
Terrebonne Parish, La., From Nellie Bond et als

Arthur A. De Fraites

ARTHUR A. DE FRAITES  
CIVIL ENGINEER  
HOUMA, LA.

Sept. 22, 1953

D01223

NO. 162556

## SURFACE LEASE

DR. S. ERNEST ELLENDER

TO

DELTA IRON WORKS, INC.

## STATE OF LOUISIANA

## PARISH OF TERREBONNE

BE IT KNOWN AND REMEMBERED; That the following contract of lease was on this fifteenth day of February, in the year of our Lord nineteen hundred and fifty seven, entered into by and between:

DR. S. ERNEST ELLENDER, husband of Mrs. Ernestine Boudreaux Ellender, of legal age and a resident of the Parish of Terrebonne, Louisiana (hereinafter referred to as LESSOR), and

DELTA IRON WORKS, INC., a corporation organized under and by virtue of the laws of the State of Louisiana, and herein represented by E. H. Newman, its President, who acts herein under and by virtue of a resolution of the Board of Directors of said corporation, duly adopted at a meeting of said Board held at its domicile on January 25, 1957, a certified copy of which resolution is hereto attached and made a part hereof (hereinafter referred to as LESSEE),

## WITNESSETH:

Lessor had leased and does by these presents hereby let, lease and hire, for the consideration and on the terms and conditions hereinafter stipulated, to and unto Lessee, the following described property, to-wit:

A certain tract of land, located in the Parish of Terrebonne, Louisiana, containing 9.19 acres, and being a part formerly of the Crescent Plantation, made by J. C. Waties, C. E., in July, 1923, and which subdivision of said Lot 198, was made by Joseph F. Villavaso, C. E., under date of April 2, 1925, as per a plan of said subdivision of Lot 198, attached to and made a part of a sale from the Peoples Sugar Company, Inc., to Leonold Matherne, bearing No. 1000, Clerk's Office of the Parish of Terrebonne, Louisiana; together with all the rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.

Being the same property acquired by Dr. S. Ernest Ellender under date of December 12, 1941. See C.O.B. 131, folio 530, et seq.

This lease is for a period of five years, beginning on April 1, 1957, and ending on March 31, 1962, subject to the renewal period hereinafter set forth.

The consideration of this lease is the sum of ONE HUNDRED FIFTY AND NO/100 (\$150.00) DOLLARS per month, payable in advance. Lessor acknowledges receipt of the sum of One Hundred Fifty and no/100 (\$150.00) Dollars in payment of the rental for the first month under said lease, and grants full acquittance therefor.

Lessee obligates itself to pay the rentals punctually when due, and failure to pay two successive monthly rentals vests in Lessor the right either to have said lease cancelled or to make all remaining rentals immediately due and exigible, at his option.

The property herein leased is to be used by Lessee for all legitimate purposes, and particularly in connection with its business.

The property will be cleared by Lessee at its expense. Any canal or slip which may be dredged on the property herein leased after proper authority obtained from the Corps of Engineers will be piled and bulkheaded on all sides by Lessee at its expense. Should Lessee dredge such a canal or slip, all of the spoils taken therefrom will be spread on the property of Lessor.

Lessee is accorded the right to construct a building or buildings on the property herein leased, with the understanding that it may remove said building or buildings at the termination of this lease or its renewal, provided the property is returned to Lessor in a leveled condition.

Taxes on the rear estate will be paid by Lessor, and all taxes on the improvements placed on said property will be paid by Lessee.

As a part of the consideration for the present lease, Lessee is accorded the right and option to renew the present lease for four additional five year periods on the same terms and conditions, but with an enhancement of the monthly rentals for each four additional five year period, as follows:

For the first additional five year period, the monthly consideration is to be the sum of Three Hundred and no/100 (\$300.00) Dollars.

For the second five year renewal period, the monthly consideration is to be the sum of FOUR HUNDRED FIFTY AND NO/100 (\$450.00) DOLLARS.

For the third and fourth five year renewal periods, the monthly consideration is to be the sum of Six Hundred and no/100 (\$600.00) Dollars.

It being the agreement that the maximum period of time which said property can be leased is twenty five (25) years from April 1, 1957.

Lessor obligates itself to give Lessee written notice by Registered Mail, postage prepaid, on or before the expiration of each five year renewal period of the termination of the respective five year period, with the request that it make known its intention to renew or not to renew the lease for said additional five year period. Should Lessor fail to give said notice and Lessee remains in possession of the property subsequent to any five year period, then in that event the lease will be considered as having been reconducted for the additional period of five years, and for the consideration fixed for said particular five year period.

The lease entered into between Lessor and Lessee herein and covering the same property

hereinabove described, dated April 1, 1955, and on file in the Clerk's Office, Parish of Terrebonne, Louisiana, under Entry No. 140,525, of record in O.O.B. 218, folio 151, will remain in effect until March 31, 1957, and will thereafter be superseded by the present lease.

IN FAITH WHEREOF, Lessor and Lessee have signed these presents on the day and date first hereinabove written, in the presence of the undersigned competent witnesses, after a due reading of the whole.

WITNESSES:

(ORIGINAL SIGNED)

Estelle Savoie

Vivian Samanie

Dr. S. Ernest Ellender

Estelle Savoie

DELTA IRON WORKS, INC.

Vivian Samanie

By: E. H. Newman, President

STATE OF LOUISIANA  
PARISH OF TERREBONNE

BEFORE ME, the undersigned Notary Public, personally appeared Dr. S. Ernest Ellender, who being by me first duly sworn, deposed and said: That he executed the foregoing lease as his free act and deed, and that his signature thereto is his true and genuine signature, placed thereon by him for the uses and purposes therein expressed.

(SIGNED) S. E. Ellender, M. D.,

SWORN TO AND SUBSCRIBED BEFORE ME, this 15th day of February, A. D., 1957,

(LS)(SIGNED) Claude Ellender, Notary Public

STATE OF LOUISIANA  
PARISH OF TERREBONNE

BEFORE ME, the undersigned Notary Public, personally appeared E. H. Newman, who, being by me first duly sworn, deposed and said: That he is President of Delta Iron Works, Inc., and that he executed the foregoing lease in behalf of said corporation under authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

(SIGNED) E. H. Newman,

SWORN TO AND SUBSCRIBED BEFORE ME, this 14th day of February, A.D., 1957

(LS)(SIGNED) Claude Ellender, Notary Public

#### RESOLUTION

BE IT RESOLVED by the Board of Directors of DELTA IRON WORKS, INC., that E. H. Newman, its President, be and he is hereby authorized and directed to secure a surface lease from Dr. S. Ernest Ellender on Lots 'E' and 'F' of the Subdivision of Lot 198 of the Crescent Plantation Subdivision, said lease to be for such a period and consideration and on such terms and conditions as said President may agree to, hereby approving, confirming, and ratifying all acts which the said President may do and perform by virtue hereof.

\*\*\*\*\*

I, Lloyd LeBlanc, Secretary of Delta Iron Works, Inc., do hereby certify that the above and foregoing resolution was duly passed and adopted at a meeting of the Board of Directors of said corporation held at its domicile in the City of Houma, Louisiana, on January 25, 1957, after due notice given; that a quorum of the Board was present at said meeting, and voted unanimously in favor of said resolution.

WITNESS my hand and seal this 14 day of February, A. D., 1957.

(SIGNED) Lloyd LeBlanc, Secretary

FILED FOR RECORD 1957 FEB. 15 AM 11:05  
(SIGNED) Marie Morello, Dy. Clerk of Court,  
Parish of Terrebonne, Louisiana

Recorded February 15th, A.D., 1957  
(DT)

*Lena Rawlinson* Clerk

oOo---oOo---oOo---oOo---oOo

# RIGHT-OF-WAY GRANT

172815

172815

STATE OF LOUISIANA  
PARISH OF TERREBONNE

KNOW ALL MEN BY THESE PRESENTS:

That Delta Iron Works, a resident of the Parish of Terrebonne, State of Louisiana, of full age of majority, hereinafter referred to as "GRANTOR", does by these presents sell, convey, grant, give and donate unto WATERWORKS DISTRICT NO. 1 OF THE PARISH OF TERREBONNE, STATE OF LOUISIANA, a public corporation and political sub-division created, organized and existing under the Laws of the State of Louisiana, herein represented by its duly authorized and empowered President, Dr. Barry J. Barrodale, and hereinafter referred to as "GRANTEE", a servitude, right of way, permit and license to construct, lay, maintain and operate transmission and distribution lines, over, under, along, through and across the following described property, to-wit:

*A road which is leased from Blum & Bergeron Realty Co. Inc. crossing perpendicular to Van Ave. connecting Van Ave & Delta Iron Works Holdings.*

The GRANTEE further agrees and stipulates that it will lay said water lines to a proper depth, will refill all ditches dug therefor and will repair all damages to said property resulting from said water lines. The GRANTOR further agrees and stipulates that the GRANTEE will have free access of egress and ingress for the purposes herein stipulated, that no structures will be erected interfering with the grant hereby given, and that the grant herein provided for will be perpetual or for so long as the same is used for the purposes herein stipulated.

That the consideration for this grant is, the benefits and advantages which the GRANTOR and said property will receive and derive from the completion, installation and operation of a water-works system by the GRANTEE, and also other good and valuable consideration.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed in triplicate on the 12th day of February, 1957

WITNESSES:  
Russell Polanco  
James J. Barrodale

Barry J. Barrodale  
GRANTOR

WITNESSES:  
\_\_\_\_\_  
\_\_\_\_\_

Address  
WATERWORKS DISTRICT NO. 1 OF THE PARISH  
OF TERREBONNE, STATE OF LOUISIANA

By: \_\_\_\_\_  
President

STATE OF LOUISIANA  
PARISH OF TERREBONNE

BEFORE ME, the undersigned Notary Public, on this day personally came and appeared:

Russell Polanco

who, being first duly sworn by me, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by E. H. STEWART GRANTOR, in his presence and in the presence of Roy A. Himes

SWORN TO AND SUBSCRIBED BEFORE ME,  
NOTARY PUBLIC, AT Houma, La.

LOUISIANA, ON THIS, THE 12 DAY  
OF February, 1957

Notary Public  
STATE OF LOUISIANA

BEFORE ME, the undersigned Notary Public, on this day personally came and appeared:

DR. BARRY J. BARRODALE

who, being first duly sworn by me, stated under oath that he is the President of the Board of Waterworks, Commissioners of Waterworks District No. 1 of the Parish of Terrebonne, State of Louisiana, and that the foregoing instrument was signed in behalf of Waterworks District No. 1 of the Parish of Terrebonne, State of Louisiana, GRANTEE, by authority of said Board of Waterworks Commissioners, and said DR. BARRY J. BARRODALE acknowledged said instrument to be the free act and deed of said Waterworks District No. 1.

SWORN TO AND SUBSCRIBED BEFORE ME,  
NOTARY PUBLIC, AT Houma, La.

LOUISIANA, ON THIS, THE 12 DAY  
OF February, 1957

# RIGHT-OF-WAY GRANT

172816

172816

STATE OF LOUISIANA  
PARISH OF TERREBONNE

KNOW ALL MEN BY THESE PRESENTS:

That Vincent Derocke, a resident of the Parish of Terrebonne, State of Louisiana, of full age of majority, hereinafter referred to as "GRANTOR", does by these presents sell, convey, grant, give and donate unto WATERWORKS DISTRICT NO. 1 OF THE PARISH OF TERREBONNE, STATE OF LOUISIANA, a public corporation and political sub-division created, organized and existing under the Laws of the State of Louisiana, herein represented by its duly authorized and empowered President, Dr. Barry J. Barrodale, and hereinafter referred to as "GRANTEE", a servitude, right of way, permit and license to construct, lay, maintain and operate transmission and distribution lines, over, under, along, through and across the following described property, to-wit:

*A plot of Land 150' Along Acres Diamond Road bounded upper by A.P. Conac lower by Charles Derocke & 300' Long*

5. Department is agreeable to allowing the 40" oak tree located to the left or Northwestern side of said centerline opposite highway survey station 10/17 to remain in place subject to the condition that the Department reserves the right to cut down and remove said oak tree should the Chief Engineer of the Department of Highways determine that it interferes with and creates a hazard in connection with the use and operation of the highway.

6. All costs of constructing the above road shall be borne by the State of Louisiana and/or the Department of Highways of the State of Louisiana. If use of the said road ceases then the rights of this servitude shall revert to the owner. This right of way deed is subject to the approval of existing lessee, Schlumberger Well Surveying Corporation.

IN TESTIMONY WHEREOF, the parties hereto have signed and executed and acknowledged this deed as their free and voluntary acts, in triplicate originals, in the presence of the undersigned competent witnesses, as of the 30th day of November, 1956.

WITNESSES

/s/ Mary Courtney  
1310 Highway Courton Ky.  
/s/ Naomi Gardner  
25 Orphanage Rd  
So Ft Mitchell Ky

/s/ Mrs. Frances B. Reardon  
2869 Araudin Road Cincinnati Ohio

STATE OF LOUISIANA AND THE DEPARTMENT OF HIGHWAYS  
OF THE STATE OF LOUISIANA  
BY/s/ Paul E. Lirette  
RIGHT OF WAY ENGINEER

/s/ Francis X. Vinet  
/s/ Clair Rita Duke

STATE OF OHIO  
COUNTY OF HAMILTON

BEFORE ME, the undersigned authority, duly qualified in and for the aforesaid County and State, personally came and appeared Mrs. Frances B. Reardon of the full age of majority and personally known to me, Notary, who, by me having been duly sworn, declared and acknowledged; That she signed the above and foregoing instrument on the date thereof for the objects and purposes therein expressed and she acknowledged the same as her voluntary act and deed.

IN FAITH WHEREOF, Appearer executed this acknowledgment in the County of Hamilton State of Ohio on this 30th day of November, 1956 in the presence of the undersigned subscribing witnesses and me, Notary.

/s/ Mary Courtney  
1310 Highway Courton Ky.  
/s/ Naomi Gardner  
25 Orphanage Rd.  
So Ft Mitchell Ky

/s/ Mrs. Frances B. Reardon  
2869 Araudin Road Cincinnati Ohio

(LS)/s/ L. M. Bland

Notary Public  
My Commission Expires June 27, 1957

FILED FOR RECORD 1957 January 11 A.M. 11:07  
/s/ Marie Morello Dy. Clerk of Court  
PARISH OF TERREBONNE, LOUISIANA

Recorded January 11th A.D. 1957  
(Jrb)

*L. M. Bland*  
Clerk

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NO. 161282

SUBORDINATION OF LEASE

DELTA IRON WORKS

TO

DEPARTMENT OF HIGHWAYS ET AL

SUBORDINATION OF LEASE

STATE OF LOUISIANA

PARISH OF TERREBONNE

BE IT KNOWN, that on this 20th day of December, 1956, before me, Donald W. Rhea, a Notary Public in and for the Parish of Terrebonne, State of Louisiana, duly commissioned and qualified, personally came and appeared Lloyd LeBlanc Secretary-Treasurer of DELTA IRON WORKS, INC., to me personally known who being duly sworn did depose and say:

That he does, by these presents, in his capacity, as Sec-Treas. of Delta Iron Works, Inc. duly authorized and acting for and on behalf of the said Delta Iron Works, Inc., subordinate those rights which the Delta Iron Works, Inc., did acquire from Blum and Bergeron Realty Company, Inc., by Act of Lease dated February 27, 1956, of record in Conveyance Book No. 227, folio 79 Entry No. 150233, of the records of the Parish of Terrebonne, State of Louisiana, to those rights granted or to be granted by Blum and Bergeron Realty Company Inc., in favor of the Department of Highways of the State of Louisiana, by grant of right of way executed or to be executed by Blum and Bergeron Realty Company, Inc. in connection with State Project No. 855-08-06, MULBERRY-HOUMA HIGHWAY La. 661, Terrebonne Parish, Louisiana, insofar as it affects the right of way granted or to be granted and no further.

The subordination is granted subject to the condition that the Department of Highways shall construct within the limits of said highway right of way one (1) vehicular approach to the right of Southeasterly side of the centerline of said State Project opposite highway

survey station 52/66 and shall install therein a 24" X 32' culvert pipe to replace the 15"x40' culvert pipe to be removed therefrom by the Department at this location.

THUS DONE AND SIGNED, in my office in the Parish of Terrebonne, State of Louisiana in the presence of J. A. Boudreaux and R. A. Himel, competent witnesses, who have hereto affixed their signatures together with the Appraiser for Delta Iron Works, Inc., and me, Notary, after due reading of the whole.

WITNESSES

/s/ Julia R. Boudreaux  
/s/ Roy A. Himel

(LS)/s/ Donald W. Rhea

DELTA IRON WORKS INC.  
BY/s/ Lloyd LeBlanc

FILED FOR RECORD 1957 January 11 A.M. 11:08  
/s/ Marie Morello Dy, Clerk of Court  
PARISH OF TERREBONNE, LOUISIANA  
Recorded January 11th A.D. 1957  
(Jrb)

*Lloyd LeBlanc*  
Clerk

NO. 161288

SALE

ELTON J. CHAUVIN

TO

COMMUNITY HOMESTEAD ASSOCIATION

STATE OF LOUISIANA

BE IT KNOWN that on this 11th day of January in the year of our Lord nineteen hundred and Fifty-seven BEFORE ME Jasper K. Wright Jr., a Notary Public duly commissioned and qualified in and for the Parish of Terrebonne, State of Louisiana, and in the presence of Hazel M. Brunette and Leola F. Blanchard lawful witnesses residing in said Parish.

PERSONALLY CAME AND APPEARED

ELTON J. CHAUVIN, married to Doris Boudreaux, with whom he is now residing domiciled in the Parish of Terrebonne, State of Louisiana (hereinafter referred to as vendor and as a person of the masculine gender whether one or more) who declared that he had sold, and by these presents he does sell, dede, transfer, convey, abandon and deliver with all the legal warranties, and with full substitution and subrogation to all his rights and actions in warranty against all preceding owners and vendors to and unto COMMUNITY HOMESTEAD ASSOCIATION a Louisiana corporation with its legal domiciled in the Parish of Terrebonne, herein represented by C. L. Olivier Jr., a President, who is fully empowered herein, which said purchaser, (hereinafter referred to as purchaser and as a person of the masculine gender, whether one or more) here present, accepting and purchasing for himself, his heirs, successors or assigns, and acknowledging due delivery and possession thereof, the following described property, to-wit:

"A certain lot of ground, situated in the Parish of Terrebonne, State of Louisiana designated as Lot Five (5) in Block One (1) of BOUDREAUX SUBDIVISION, MADE by Carl E. Heck, C. E., dated April 19, 1956 said lot bounded on the North by Lot Four (4) South by Lot Six (6) of said Block One (1) East by Boudreaux Street and West by property of Wallace Price, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in any wise appertaining."

This sale and transfer is made and accepted for and in consideration of the price and sum of Six Thousand and No/100 (\$6,000.00) Dollars, lawful United States Currency, paid cash by the purchaser to the vendor who hereby grants full and final acquittance, receipt and discharge therefor. Documentary stamps in the amount of \$6.60 are hereto attached and cancelled according to law.

The parties dispense with the Certificate of Mortgage required by law, and exonerate me, undersigned officer, from any responsibility therefor.

IN FAITH WHEREOF, the parties, witnesses and I, said Notary, have signed these presents at my office in the City of Houma, Parish of Terrebonne, Louisiana, on the day and date first above written, after a due reading of the whole.

WITNESSES

(ORIGINAL SIGNED)

/s/ Hazel M. Brunette  
/s/ Leola F. Blanchard

/s/ Elton J. Chauvin

COMMUNITY HOMESTEAD ASSOCIATION

BY/s/ C. L. Olivier Jr.  
President

(LS) /s/ Jasper K. Wright Jr.

Notary Public

FILED FOR RECORD 1957 January A.M. 11:16  
/s/ Marie Morello Dy, Clerk of Court  
PARISH OF TERREBONNE, LOUISIANA

Recorded January 11th A.D. 1957  
(Jrb)

*Lloyd LeBlanc*  
Clerk



NO. 160100

## SURFACE LEASE

SURFACE LEASE

STATE OF LOUISIANA

HUGH P. ST. MARTIN ET AL

PARISH OF TERREBONNE

TO

DELTA IRON WORKS INC.,

BE IT KNOWN AND REMEMBERED, that the following contract of lease was on this 30th day of November, in the year of our Lord nineteen hundred and fifty-six, entered into by and between,

- (1) HUGH P. ST. MARTIN husband of Mrs. Celeste Marmande St. Martin, and
- (2) HENRY J. MARMANDE, husband of Mrs. Celeste Champagne Marmande,

both of legal age and residents of the Parish of Terrebonne, Louisiana, (hereinafter referred to as "LESSOR") and

DELTA IRON WORKS, INC., a corporation organized under and by virtue of the laws of the State of Louisiana, and herein represented by E. H. Newman, its President, who acts herein under and by virtue of a resolution of the Board of Directors of said corporation adopted at a meeting of said Board held at its domicile on November 23, 1956, a certified copy of which resolution is attached hereto and made a part hereof (hereinafter referred to as "LESSEE")

## WITNESSETH

Lessor has leased and do by these presents hereby let, lease, and hire, for the consideration and on the terms and conditions hereinafter stipulated, to and unto Lessee, the following described property, to-wit:

"A certain tract of land, situated in the Parish of Terrebonne, Louisiana, described and designated as Lot 'C' of the Subdivision of Lot 198 of Crescent Plantation Subdivision, containing and comprising an area of 7.69 acres, the said Lot 198 being shown on a plan of Subdivision of Crescent Plantation made by J. C. Waties, in July 1925, and on file in the office of the Clerk of Court, Parish of Terrebonne, Louisiana, of Lot 198 being fully shown on a plan of Subdivision of said Lot 198 made by Joseph F. Villavaso, C.E. dated April 2, 1925, said plan being annexed to and made part of an act of sale from Peoples Sugar Company, Inc., to Leopold Matherne executed April 6, 1925, and recorded in COB 82, folio 326 et seq., the original whereof, together with said plan, are to be found in Volume 117 of original acts, under Entry No. 1480 together with all the rights, ways, privileges and servitudes thereto belonging or in anywise appertaining.

Being the same property acquired by Lessors from Leopold Matherne under date of June 14, 1937 by act on file in the Clerk's Office, Parish of Terrebonne, Louisiana, duly recorded in COB 114, folio 155.

This lease is for a period of Five (5) years, beginning on January 1, 1957, and ending on December 31, 1961, subject to the renewal periods hereinafter set forth.

The consideration of this lease is the sum of ONE HUNDRED AND NO/100 (\$100.00) Dollars, per month, payable in advance, which amount will be paid by lessee to Lessors on or before January 1, 1957, and monthly thereafter, said monthly rental to be made in separate payments to each lessor.

Lessee obligates itself to pay the rental punctually when due, and failure to pay two successive monthly rentals vests in Lessors the right to either have said lease cancelled or to make all remaining rentals immediately due and exigible at their option.

The property herein leased is to be used by Lessee for all legitimate purposes, and particularly in connection with its business.

Any slip or canal that might be dredged on the property herein leased, after proper authority obtained from the Corps of Engineers will be piled on all sides by Lessee at its expense.

Lessee is accorded the right to construct a building or buildings on the property herein leased, with the understanding that it may remove said building or buildings at the termination of this lease or its renewal, provided the property is returned to Lessors in a leveled condition.

Taxes on the real estate will be paid by Lessors, and all taxes on the improvements placed on said property will be paid by Lessee.

As a part of the consideration for the present lease, Lessee is accorded the right and option to renew the present lease for additional five year periods on the same terms and conditions, but with an enhancement of the monthly rentals, for each additional five year period as follows:

For the first additional five year period, the monthly consideration is to be the sum of THREE HUNDRED AND NO/100 (\$300.00) DOLLARS, per month, commencing January 1, 1962.

For the second five year renewal period, the monthly consideration is to be the sum of FOUR HUNDRED AND NO/100 (\$400.00) DOLLARS, per month.

For all subsequent five year periods after January 1, 1972, the fixed sum of FOUR HUNDRED AND NO/100 (\$400.00) DOLLARS, is to be the monthly consideration.

Lessee shall have the right to renew for additional five year periods at the rate of FOUR HUNDRED AND NO/100 (\$400.00) DOLLARS, per month, for as long a period as Lessee desires to retain said lease.

Lessor obligate themselves to give Lessee a written notice by Registered Mail, postage prepaid, on or before the expiration of each five year renewal period of the termination of the respective five year period, with the request that it make known its intention to renew or not to renew the lease for said additional five year period. Should Lessors fail to give said notice and Lessee remains in possession of the property subsequent to any five year period, then in that event the lease will be considered as having been reconducted for the additional period of five years, and for the consideration fixed for said particular five year period.

IN FAITH WHEREOF, Lessors and Lessee have signed these presents on the day and date first hereinabove written, in the presence of the undersigned competent witnesses, after a due reading of the whole.

## WITNESSES

/s/ Estelle Savoie  
/s/ Vivian Samanie

/s/ Estelle Savoie  
/s/ Vivian Samanie

/s/ Estelle Savoie  
/s/ Vivian Samanie

## (ORIGINAL SIGNED)

/s/ Dr. Hugh P. St. Martin

/s/ Henry J. Marmande  
Theriot Louisiana

DELTA IRON WORKS INC.  
/s/ E. H. Newman  
President

STATE OF LOUISIANA  
PARISH OF TERREBONNE

BEFORE ME, the undersigned Notary Public, personally appeared HUGH P. ST. MARTIN and HENRY J. MARMANDE, to me known to be the identical persons described in and who executed the foregoing instrument, and acknowledged same to be their free act and deed.

WITNESSES my hand and seal this 30th day of November A.D. 1956

(LS)/s/ Claude Ellender  
Notary Public

STATE OF LOUISIANA  
PARISH OF TERREBONNE

BEFORE ME, the undersigned Notary Public, personally appeared E. H. NEWMAN, who is known to me to be the President of Delta Iron Works Inc., and who executed the foregoing instrument in behalf of said corporation under authority of its Board of Directors and acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 3rd day of December A.D. 1956.

(LS) /s/ Claude Ellender  
Notary Public

## RESOLUTION

BE IT RESOLVED by the Board of Directors of DELTA IRON WORKS INC., that E. H. Newman, its President be and he is hereby authorized and empowered to secure a surface lease from Hugh P. St. Martin, and Henry J. Marmande on Lot 'C' of the Subdivision of Lot 198 of the Crescent Plantation Subdivision, said lease to be for such a term and consideration and conditions as said President may agree to, hereby approving, confirming, and ratifying all acts that said President may do and perform by virtue hereof.

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I, Lloyd LeBlanc, Secretary of Delta Iron Works, Inc., hereby certify that the foregoing resolution was duly passed and adopted at a meeting of the Board of Directors of said corporation held at its domicile in the City of Houma, Louisiana, on Nov. 23, 1956, after due notice, given; that a quorum of the Board was present at said meeting and voted unanimously in favor of said resolution.

WITNESS my hand and seal this 3rd day of December, A.D. 1956

(LS)/s/ Lloyd LeBlanc  
Secretary

FILED FOR RECORD 1956 December 3rd P.M. 3:13  
/s/ Marie Morello Dy. Clerk of Court  
PARISH OF TERREBONNE, LOUISIANA

Recorded December 3rd A.D. 1956  
(Jrb)

*Lloyd LeBlanc*  
Clerk

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